



MAILROOM EQUIPMENT, SUPPLIES &
MAINTENANCE
Led by the State of **Arizona**

Master Agreement #: CTR058808 as amended

Contractor: PITNEY BOWES INC.

Participating Entity: STATE OF NORTH CAROLINA

NC Department of Information Technology

The following products or services are included in this contract portfolio:

All products, services, and accessories listed in the Pitney Bowes Price Book posted on the NASPO ValuePoint website at Portfolio Contractor - [NASPO ValuePoint \("VP"\)](#).

Leasing shall be provided by Pitney Bowes Global Financial Services, LLC, a wholly owned subsidiary of Pitney Bowes Inc.

Master Agreement Terms and Conditions

1. Scope: This Participating Addendum covers the NASPO ValuePoint Master Agreement together with its exhibits ("Master Agreement") for Mailroom Equipment, Supplies and Maintenance led and administered by the State of Arizona. The Master Agreement (Attachment A hereto) may be used by State agencies and other entities located in the Participating State of North Carolina as authorized by North Carolina statutes or regulations and the State's Chief Procurement Officer. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.
2. Participation and Usage: This Participating Addendum will result in a Convenience Contract pursuant to 9 NCAC 06B.0701(c)(1) and 06B.0701(c)(2). This Convenience Contract may be used by Executive State Agencies and other purchasers as permitted by N.C.G.S. §§ 143B-1323 and 143B-1324. Further, it may be used as a Convenience Contract available, but not mandatory, to non-state agencies as permitted by law. Such entities include the North Carolina University System and its member campuses, instructional components of the North Carolina Department of Public Instruction, instructional components of the North Carolina Community College System, as well as local (municipal and county) governments, and LEAs (hereinafter all shall be referred to as "Purchasing Entities"). The Participating Entity has sole authority to determine which additional entities authorized by state statute are eligible to use this Participating Addendum.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):



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Contractor

Name:	Bill Walter
Address:	Pitney Bowes Inc. 3001 Summer Street, Stamford CT 06926
Telephone:	480-206-2984
Fax:	
Email:	Bill.Walter@pb.com

Contractor – Government Sales Channel Director

Name:	Denise Beychok
Address:	Pitney Bowes Inc. 3001 Summer Street, Stamford CT 06926
Telephone:	225-931-8780
Fax:	
Email:	Denise.Beychok@pb.com

Lead State

Name:	Bryanna Robles
Address:	Arizona Department of Administration, State Procurement Office
Telephone:	602-364-0180
Fax:	
Email:	Bryanna.Robles@azdoa.gov

Participating Entity

Name:	Ngoc Nguyen, NC Department of Information Technology
Address:	4105 Mail Service Center Raleigh, NC 27699-4105
Telephone:	(919) 754-6331
Fax:	
Email:	Ngoc.Nguyen@nc.gov

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.



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The following changes modify or supplement the Master Agreement terms and conditions.

TERM. This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

GOVERNING LAW. This Participating Addendum is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Participating Addendum or purchase order, its situs and forum, shall be Wake County, North Carolina where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Contractor agrees and submits, solely for matters relating to this Participating Addendum, to the jurisdiction of the courts of the State of North Carolina and stipulates that Wake County shall be the proper venue for all matters.

Changes Specific to North Carolina Purchasing Entities

Definitions

“**Services**” shall mean the duties and obligations undertaken by the Contractor to fulfill the specifications, requirements, terms and conditions of the Participating Addendum and shall also include “services” (lower-case), as that term is used in the Master Agreement and defined in MA Section 6.I. 1.12 Product or Products and Services. “Services” shall also include, without limitation, providing web browser access by authorized users to certain Contractor online software applications, and to related services, such as Contractor hosted Computer storage, databases, Support, documentation, and other functionalities, all as a Software as a Service (“SaaS”) solution.

“**State**” as used in this Participating Addendum shall mean the State of North Carolina, the Participating Entity, or the Purchasing Entity, as appropriate.

Terms and Conditions

Certain terms and conditions are required by applicable North Carolina law and regulation and are set forth below. Such terms shall supersede all conflicting terms in the Master Agreement as between Contractor and Participating Entity from the date of execution set forth below. The terms in the Master Agreement, unmodified by this Participating Addendum, shall supersede all conflicting terms in the Contractor’s General Terms, Product Terms, Support or Service Terms, Software License Agreements, Subscription Terms, Leasing Options A, B, and C, Service Level Agreements, and terms and other documents incorporated by reference or hyperlinks therein (“Contractor’s Agreements”) to the extent that such terms have not otherwise been modified or rendered of no force or effect in this Participating Addendum.



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- A. Software Licenses/Product Terms: A list of Software Licenses/Product Terms applicable to this Addendum are attached hereto in **Attachment B** and are addressed below in Paragraph 5. Attachments.
- B. Postage Meter Terms: 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/or use of postage meters supplied under this Participating Addendum.
- C. Lease Agreements: Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number CTR058808. **Attachment C** contains the lease and/or rental options that the Participating State/Entity has agreed to use, along with a summary of how the lease/rental options work. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, except for non-appropriation of funds or termination for cause. The following Options A, B and C, are offered for lease or rental transactions under this Participating Addendum.
1. Option A – NASPO ValuePoint State and Local Lease to Own Terms and Conditions;
 2. Option B – NASPO ValuePoint Fair Market Value Rental Terms and Conditions; and
 3. Option C – NASPO ValuePoint Fair Market Value Lease Terms and Conditions
 4. The following provisions shall supersede the Contractor's Lease and Rental Agreements, Options A, B, and C provisions and conflicting provisions in such Agreements shall have no force or effect:
 - a. The Contractor shall be responsible for any damages caused by the Contractor or its agent(s) to individuals, the building, its contents, or the surrounding grounds as the result of delivery and installation of equipment that is purchased, leased, or rented by the State.
 - b. All equipment leased or rented shall be removed from an Agency's location within twenty (20) business days after expiration of the lease or rental term at the Contractor's expense. All equipment removal shall be coordinated with the Agency.
 5. Options A, B, and C are further addressed below in Paragraph 5. Attachments.
- D. Subcontractors: All Pitney Bowes contractors, subcontractors, Authorized Sales and Services Representatives authorized in the State of North Carolina, as shown on the dedicated Pitney Bowes Section of the NASPO VP Website ("dealers"), are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and



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conditions set forth in the aforementioned Master Agreement and this Participating Addendum.

E. Purchase Order Instructions: All orders under this Participating Addendum are to be issued to and processed by Pitney Bowes and should contain the following:

1. Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number CTR058808" and
2. Name, address, contact, and phone number of the Participating Entity or Purchasing Entity

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be governed by the prices and other terms and conditions of the Master Agreement.

F. 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 and the Lead State price agreement number (i.e., CTR058808).

G. 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 it is an Individual Customer. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible for following the terms and conditions of the Participating Addendum and the Master Agreement and it 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 its 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 its purchases. The Contractor will apply the charges to each Purchasing Entity individually.

H. Contractor Utilization of Workers Outside the U.S.: In accordance with N.C.G.S. § 143B-1361(b), the Contractor must identify how it intends to utilize resources or workers located outside the U.S. and the countries or cities where such are located. The State will evaluate additional risks, costs, and other factors associated with the Contractor's utilization of resources or workers prior to making an award for any such Contractor's offer. The Contractor shall provide the following:

The location of work to be performed by the Contractor's employees, subcontractors, or other persons, and whether any work will be performed outside the United States. The Contractor shall provide notice of any changes in such work locations if the changes result in performing work outside of the United States.



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Any Contractor or subcontractor providing support or maintenance Services for software, call or contact center Services shall disclose the location from which the call or contact center Services are being provided upon request.

Will Contractor perform any work outside of the United States? X__ Yes ___ No
If yes, Vendor MUST list which countries the employees are working in and in what capacity they are accessing State Data. Specifically, the State must know if the employees are Help Desk support, Technical Support and/or Coder, etc.

Response:

Billing, collections and technical support for State entities is provided onshore (via phone or live chat). We have staff in India and the Philippines who provide back-office administrative support for client's accounts (e.g. change of address at the client's request). For technical escalations, we have a highly skilled engineering team offshore in India. Our cash applications team also sits in India, but all payments are processed through our vendor Citizens Bank, a U.S. bank. The cash applications team in India only gets involved for escalations and does not have access to credit card information.

- I. NC eProcurement System: State Agency (and other Purchasing Entities) purchases shall be conducted through the North Carolina eProcurement system (NCEP). See <https://eprocurement.nc.gov> for more information. The Contractor shall register for NCEP within two (2) business days of execution of this Addendum in order to receive an electronic purchase order resulting from this Addendum. The State's third party agent shall serve as the Supplier Manager for NCEP.
 - 1) Without affecting the approved product prices or discounts specified in the Master Agreement, the Contractor shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through eProcurement. This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any Purchasing Entities. The transaction fee shall not be stated or included as a separate item in the Contractor's proposed quote or invoice. There are no additional fees or charges to the Contractor for the Services rendered by the supplier manager under this Addendum. The Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the purchase order.



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- 2) The Contractor will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless the Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and the Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, the Contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the Purchasing Entity has not been received by the Contractor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Contractor in writing (including electronic documents), supporting documentation from the e-procurement service that accounts for the amount of the invoice.
- 3) The Supplier Manager will capture the order from the Purchasing Entity, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the supplier manager will send those orders to Contractor. The State or Purchasing Entity, not the Supplier Manager, shall be responsible for the payment for goods delivered.
- 4) The Contractor agrees at all times to maintain the confidentiality of its user name and password for the statewide E-Procurement Services. If the Contractor is a corporation, partnership or other legal entity, it may authorize its employees to use its password. The Contractor shall be responsible for all activity and all charges for such employees. The Contractor agrees not to permit a third party to use NCEP through its account. If there is a breach of security through the Contractor's account, the Contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. The Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

J. Order Information

1. There is no minimum order amount for this Addendum.
2. The Purchasing Entity will place orders via regular mail, fax, email, electronic procurement, or procurement card. No additional fees shall apply for orders purchased with a procurement card. Payments may be made via a State or political subdivision's purchasing card if presented at time of order.



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3. Delivery: The Contractor shall provide access to the Product and Services within twenty (20) consecutive calendar days after receipt of purchase order. Upon determining that access will be delayed, the Contractor shall promptly notify the Purchasing Entity in writing and include an anticipated date of access.
4. Payment Terms
 - 1) Payment terms are Net 30 days after receipt of correct invoice and acceptance of one or more of the Products or Services. Notwithstanding the foregoing, payment for Services which are Software-as-a-Service Subscriptions may be made by the Purchasing Entity in advance of or in anticipation of subscription Services to be actually performed under the Contract or upon proper invoice for other Services rendered and are payable Net 30 days after receipt of correct invoice. Payments are subject to any retainage requirements herein. The Purchasing Entity is responsible for all payments under the Contract. No additional charges to the State will be permitted based upon, or arising from, the State's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 *et seq.* of the N.C. General Statutes and applicable Administrative Rules. The Contractor is prohibited from assessing late fees, interest, or other penalties, on overdue accounts. If permitted by law, the Contractor may charge non-State agencies late fees, interest or other penalties on overdue accounts.
 - 2) Upon the Contractor's written request of not less than thirty (30) days and approval by the State, the State may:
 - i. Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - ii. Include any person or entity designated in writing by the Contractor as a joint payee on the Contractor's payment check(s), however,
 - iii. In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all Contract obligations.
 - 3) For any third party software licensed by the Contractor or its subcontractors for use by the State, a copy of the software license including terms acceptable to the State, an assignment acceptable to the State, and documentation of license fees paid by the Contractor must be provided to the State before any related license fees or costs may be billed to the State.
 - 4) An undisputed invoice is an invoice for which the State and/or the Purchasing Entity has not disputed in writing within thirty (30) days from the invoice date unless the agency requests more time for review of the invoice. Upon the Contractor's receipt of a disputed invoice notice, it will work to correct the applicable invoice error provided that such dispute notice shall not relieve the State or the applicable Purchasing State Agency from its payment obligations for the undisputed items on



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the invoice or for any disputed items that are ultimately corrected. The Purchasing Entity is not required to pay the Contractor for any Products or Services provided without a written purchase order from the appropriate Purchasing Entity. In addition, all such Services provided must meet all terms, conditions, and specifications of this Contract and purchase order and be accepted as satisfactory by the Purchasing Entity before payment will be issued.

- 5) The Purchasing Entity shall release any amounts held as retainages for Services completed within a reasonable period after the end of the period(s) or term(s) for which the retainage was withheld. Payment retainage shall apply to all invoiced items, excepting only such items as the Contractor obtains from Third Parties and for which costs are chargeable to the State by agreement of the Parties. The Purchasing Entity, in its sole discretion, may release retainages withheld from any invoice upon acceptance of the Services identified or associated with such invoices.
- K. Prohibition Against Contingent Fees and Gratuities: The Contractor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. The Contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State purchasing agent in writing prior to acceptance of the contract or award in question. Each individual signing below warrants that he/she is duly authorized by his/her respective party to sign this Addendum and bind the party to the terms and conditions of this Addendum. The Contractor further warrants that, to the best of its knowledge, no officer or employee of the State has any direct or indirect financial or personal beneficial interest in the subject matter of this Addendum or obligation or contract for future award of compensation as an inducement or consideration for making this Addendum. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of this Addendum. Violations of this provision may result in debarment of the Contractor(s) as permitted by 09 NCAC 06B .1207, or other provision of law.
- L. Availability of Funds: Any and all payments to the Contractor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Purchasing Entity for the purposes set forth in this Addendum. If this Addendum or any purchase order issued hereunder is funded in whole or in part by federal funds, the Purchasing Entity-performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Addendum or purchase order. If the term of this Addendum extends into fiscal years subsequent to that in which it is approved, such continuation of the Addendum is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in the Addendum. If funds to effect payment are not available, the Purchasing Entity-will provide written notification to the Contractor. If the Addendum is terminated under this paragraph, the



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Contractor agrees to take back any affected Products not yet delivered under this Addendum, terminate any Services not yet supplied to the Purchasing Entity—under this Addendum, and relieve the Purchasing Entity—of any further obligation thereof. The Purchasing Entity—shall remit payment for Products and Services accepted (pursuant to the terms of the Master Agreement, Section 6: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS, IX. Inspection and Acceptance) prior to the date of the aforesaid notice in conformance with the payment terms.

- M. Confidentiality: In accordance with N.C.G.S. §§ 143B-1350(e) and 143B-1375, and 09 NCAC 06B.0103 and 06B.1001, the State may maintain the confidentiality of certain types of information described in N.C.G.S. § 132-1 *et seq.* Such information may include trade secrets defined by N.C.G.S. § 66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. § 132-1.2. The Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL.**” By so marking any page, the Contractor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. *However, under no circumstances shall price information be designated as confidential.* The State may serve as custodian of the Contractor’s confidential information and not as an arbiter of claims against the Contractor’s assertion of confidentiality. If an action is brought pursuant to N.C.G.S. § 132-9 to compel the State to disclose information marked confidential, the Contractor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Contractor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys’ fees awarded against the State in the action. The State agrees to promptly notify the Contractor in writing of any action seeking to compel the disclosure of the Contractor’s confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to the Contractor with respect to the disclosure of the Contractor’s confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. § 132-9 or other applicable law.
- N. Access to Persons and Records: Pursuant to N.C.G.S. § 147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Contractor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of the Addendum. Additional audit or reporting requirements may be required by the Agency if such requirement is imposed by federal or State law or regulation.



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- O. Insurance Coverage: During the term of the Contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits listed below.
- i. Worker's Compensation - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Contractor's employees who are engaged in any work under the Contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Addendum; and
 - ii. Commercial General Liability - General Liability Coverage for bodily injury, property damage and personal and advertising injury on an occurrence basis in the amount of \$2,000,000.00 per occurrence and in the annual aggregate; and
 - iii. Providing and maintaining adequate insurance coverage described herein is a material obligation of the Contractor and is of the essence of the Addendum. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.
- P. Dispute Resolution: The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Contractor shall be submitted in writing to the Department of Transportation for decision. A claim by the State shall be submitted in writing to the Contractor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform its respective duties and responsibilities under this Addendum. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.
- Q. Taxes: The State of North Carolina is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on the Contractor or for any taxes levied on employee wages. Eligible Purchasers of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to the Contractor by the Eligible Purchaser, as applicable, during the term of this Addendum. Applicable state or local sales taxes shall be invoiced as a separate item.



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- R. E-Verify: Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a purchase order unless the Contractor complies with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Contractors are directed to review the foregoing laws. Any awarded Contractor must submit a certification of compliance with E-Verify to the State, and on a periodic basis thereafter as may be required by the State.
- S. Assignment: The Contractor may not assign the Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. The Contractor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm the Contract attorning and agreeing to the terms and conditions agreed, and that Contractor shall affirm that the assignee is fully capable of performing all obligations of the Contractor under the Contract. An assignment may be made, if at all, in writing by the Contractor, Assignee and the State setting forth the foregoing obligation of the Contractor and Assignee
- T. Termination: Any notice or termination made under the Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.
1. The parties may mutually terminate the Contract by written agreement at any time.
 2. The State may terminate the Contract, in whole or in part, pursuant to Paragraph W Default for any of the following:
 - i. Termination for Cause: In the event any goods, software, or service furnished by the Contractor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within thirty (30) days of Contractor's receipt of written notice thereof to the Contractor, the State may cancel the applicable order and procure the articles or Services from other sources and may, pursuant to the right afforded in 09 NCAC 6B .1206, hold the Contractor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraph U - Limitation of Contractor's Liability and Paragraph V - Contractor's Liability for Injury to Persons or Damage to Property herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be relieved of liability to the State for damages sustained by the State arising from Contractor's breach of the Contract and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by the Contractor shall be cause for termination.
 - ii. Termination For Convenience Without Cause: The State may terminate this Participating Addendum by giving ninety (90) days' prior notice in writing to the Contractor. The Contractor shall be entitled to sums due as compensation for



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Products provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State, the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination. Notwithstanding the foregoing, (a) any underlying leases to this Participating Addendum entered into during the term of this Participating Addendum will remain in full force and effect throughout the stated lease term of such lease agreement subject to the termination provisions stipulated within such lease; and (b) no leases may be terminated for convenience without cause.

- iii. Consistent failure to participate in problem resolution meetings, two (2) consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems may result in termination of the Contract.

U. Limitation of Contractor's Liability

1. Where Deliverables are under the State's exclusive management and control, the Contractor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables. The Contractor shall not be responsible for any damages that arise from (i) misuse or modification of the Contractor's Software by or on behalf of the State; (ii) the State's failure to use corrections or enhancements made available by the Contractor; (iii) the quality or integrity of data from other automated or manual systems with which the Contractor's Software interfaces; (iv) errors in or changes to third party software or hardware implemented by the State or a third party (including the Contractors of such software or hardware) that is not a subcontractor of the Contractor or that is not supported by the Deliverables; or (vi) the operation or use of the Contractor's Software not in accordance with the operating procedures developed for the Contractor's Software or otherwise in a manner not contemplated by this Contract.
2. The Contractor's liability for damages arising under the Participating Addendum shall be limited to two (2) times the purchase value. Purchase value is defined as the total cost of Products and Services procured in an Order placed by the Participating Entity or by any Purchasing Entity.
3. The foregoing limitation of liability shall not apply to claims covered by other specific provisions including, but not limited to, Contractor's infringement defense and indemnification obligations, Service Level Agreement or Deliverable/Product Warranties or to claims for injury to persons or damage to tangible personal property, gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. § 1B-1 *et seq.*, or the receipt of court costs or attorney's fees that might be awarded by a court in addition to



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damages after litigation based on the Contract. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Contractor's failure to comply with the requirements stated therein.

V. Contractor's Liability for Injury to Persons or Damage to Property

1. The Contractor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
2. The Contractor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of the Contract, whether tangible or intangible, arising out of the ordinary negligence, wilful or wanton negligence, or intentional acts of the Contractor, its officers, employees, agents, assigns or subcontractors.
3. The Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor.

W. Default: In the event Services or other Products furnished or performed by the Contractor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within thirty (30) days of receipt of such written notice, the State may cancel the Contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a. If the Contractor fails to deliver or provide correct Services or other Products within the time required by the Contract, the State shall provide written notice of said failure to the Contractor and by such notice require performance assurance measures pursuant to N.C.G.S. § 143B-1340(f). The Contractor is responsible for the delays resulting solely from its failure to deliver or provide Services or other Products.
- b. Should the State fail to perform any of its obligations upon which the Contractor's performance is conditioned, the Contractor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. The Contractor will



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use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Contractor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

- c. The Contractor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Contractor may deem necessary or proper to provide.

X. Master Agreement Paragraph XII. Indemnification, 12.2. Intellectual Property Indemnifications is modified by adding the following text to 12.2.2.

- i. Notwithstanding the Contractor's right to have the sole control of the defense and settlement of any Intellectual Property Claim, the State shall have the option to participate in such action at its own expense.

Y. Security of State Data

- a) "Data" includes and means information, formulae, algorithms, or other content that the Purchasing Entity, its employees, agents and end users upload, create or modify using Contractor Vendor hosted Computer storage, databases, Support, documentation, and other functionalities, all as a Software as a Service ("SaaS") solution's. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable. All materials, including software, Data, information and documentation provided by the State to the Contractor (State Data) during the performance or provision of Services hereunder are the property of the State of North Carolina and must be kept secure and returned to the State. The Contractor will protect State Data in its hands from unauthorized disclosure, loss, damage, destruction by natural event, or other eventuality. Proprietary Contractor materials shall be identified to the State by the Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Derivative works of any Contractor proprietary materials prepared or created during the performance of provision of Services hereunder shall be provided to the State as part of the Services. The Contractor shall not access State User accounts or State Data except (i) during data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State's written request. The Contractor shall protect the confidentiality of all information, Data, instruments, studies, reports, records and other materials provided to it by the State or maintained or created in accordance with this Contract. No such information, Data, instruments, studies, reports, records and other materials in the possession of the Contractor shall be disclosed in any form without the prior written agreement with the State. The Contractor will have written policies governing access to and duplication and



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dissemination of all such information, Data, instruments, studies, reports, records and other materials.

- b) The Contractor shall not store or transfer non-public State data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State of North Carolina data remotely only as required to provide technical support.
- c) Protection of personal privacy and sensitive data. The Contractor acknowledges its responsibility for securing any restricted or highly restricted data, as defined by the Statewide Data Classification and Handling Policy (<https://it.nc.gov/document/statewide-data-classification-and-handling-policy>), that is collected by the State and stored in any Contractor site or other Contractor housing systems including, but not limited to, computer systems, networks, servers, or databases, maintained by the Contractor or its agents or subcontractors in connection with the provision of the Services. The Contractor warrants, at its sole cost and expense, that it shall implement processes and maintain the security of data classified as restricted or highly restricted; provide reasonable care and efforts to detect fraudulent activity involving the data; and promptly notify the State of any breaches of security within twenty-four (24) hours of confirmation as required by N.C.G.S. § 143B-1379.
- d) To comply with the State's Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls. This requirement additionally applies to all Contractor-provided, agency-managed Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted) data.

The Contractor shall provide a Vendor Readiness Assessment Report Non-State Hosted Solutions: <https://it.nc.gov/documents/vendor-readiness-assessment-report> annually.

- e) The Contractor will provide and maintain secure backup of the State Data. The Contractor shall implement and maintain secure passwords for its online system providing the Services, as well as all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the Services from loss, corruption, unauthorized disclosure, and the introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data and the Services. The Contractor will allow periodic back-up of State Data by the State to the State's infrastructure as the State requires or as may be provided by law.
- f) The Contractor shall certify to the State:



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- i) The sufficiency of its security standards, tools, technologies and procedures in providing Services under this Contract;
- ii) That the system used to provide the Subscription Services under this Contract has and will maintain a valid third party security certification not to exceed one (1) year and is consistent with the data classification level and security controls appropriate for low or moderate information system(s) per the National Institute of Standards and Technology NIST 800-53 revision 4. The State reserves the right to independently evaluate and verify such requirements.
- iii) That the Services will comply with the following:
 - (1) Any DIT security policy regarding Cloud Computing, and the DIT Statewide Information Security Policy Manual, to include encryption requirements as defined below:
 - (a) The Contractor shall encrypt all non-public data in transit regardless of the transit mechanism.
 - (b) For engagements where the Contractor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Contractor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Additionally, where encryption of data at rest is not possible, the Contractor must describe existing security measures that provide a similar level of protection;
 - (2) Privacy provisions of the Federal Privacy Act of 1974;
 - (3) The North Carolina Identity Theft Protection Act, N.C.G.S. Chapter 75, Article 2A (e.g., N.C.G.S. §§ 75-65 and -66);
 - (4) The North Carolina Public Records Act, N.C.G.S. Chapter 132;
 - (5) Applicable Federal, State and industry standards and guidelines including, but not limited to, relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing



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Guidelines, Criminal Justice Information, The Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA); and

- (6) Any requirements implemented by the State under N.C.G.S. §§ 143B-1376 and -1377.
- g) Security Breach. "Security Breach" under the NC Identity Theft Protection Act (N.C.G.S. § 75-60 *et seq.*) means (1) any circumstance pursuant to which applicable Law requires notification of such breach to be given to affected parties or other activity in response to such circumstance (e.g., N.C.G.S. § 75-65); or (2) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any the State Data or state confidential information. "Physical Security" means physical security at any site or other location housing systems maintained by the Contractor or its agents or subcontractors in connection with the Services. "Systems Security" means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by the Contractor or its agents or subcontractors in connection with the Services. "Processing" means any operation or set of operations performed upon the State Data or State confidential information, whether by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying.
- h) Breach Notification. In the event the Contractor becomes aware of any confirmed Security Breach due to Contractor acts or omissions other than in accordance with the terms of the Contract, the Contractor shall, at its own expense, (1) within twenty-four (24) hours notify the State's Contract Administrator of such Security Breach and perform a root cause analysis thereon; (2) investigate such Security Breach; (3) provide a remediation plan, acceptable to the State, to address the Security Breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event; and (5) cooperate with the State and any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such Security Breach. The State shall make the final decision on notifying the State's persons, entities, employees, service providers and/or the public of such Security Breach, and the implementation of the remediation plan. If a notification to a customer is required under any Law or pursuant to any of the State's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by the State) shall be considered legally required.



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- i) Notification Related Costs. The Contractor shall reimburse the State for all Notification Related Costs incurred by the State arising out of or in connection with any such Security Breach due to Contractor acts or omissions other than in accordance with the terms of the Contract resulting in a requirement for legally required notifications. "Notification Related Costs" shall include the State's internal and external costs associated with addressing and responding to the Security Breach including, but not limited to: (1) preparation and mailing or other transmission of legally required notifications; (2) preparation and mailing or other transmission of such other communications to customers, agents or others as the State deems reasonably appropriate; (3) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with the State's investigation of and response to such event; and (6) costs for credit reporting services that are associated with legally required notifications or are advisable, in the State's opinion, under the circumstances. If the Contractor becomes aware of any Security Breach which is not due to Contractor acts or omissions other than in accordance with the terms of the Contract, the Contractor shall immediately notify the State of such Security Breach and the Parties shall reasonably cooperate regarding which of the foregoing or other activities may be appropriate under the circumstances, including any applicable Charges for the same.
- j) In case of security breach, the Contractor shall allow the State reasonable access to manually review Services security logs, latency statistics, and other related Services security data that affect this Contract and the State's Data, at no cost to the State upon request.
- k) In the course of normal operations, it may become necessary for the Contractor to copy or move Data to another storage destination on its online system, and delete the Data found in the original location. In any such event, the Contractor shall preserve and maintain the content and integrity of the Data, except by prior written notice to, and prior written approval by, the State.
- l) Remote access to Data from outside the continental United States including, without limitation, remote access to Data by authorized Services support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Officer or the Using Agency.
- m) In the event of temporary loss of access to Services, the Contractor shall promptly restore continuity of Services, restore Data in accordance with this Contract and as may be set forth in an SLA, restore accessibility of Data and the Services to meet the performance requirements stated herein or in an SLA. As a result, Service Level remedies will become available to the State as provided herein, in the SLA or other agreed and relevant documents. Failure to promptly remedy any such temporary loss

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of access may result in the State exercising its options for assessing damages under this Contract.

- n) In the event of disaster or catastrophic failure that results in significant State Data loss or extended loss of access to Data or Services, the Contractor shall notify the State by the fastest means available and in writing, with additional notification provided to the State Chief Information Officer or designee of the contracting agency. The Contractor shall provide such notification within twenty-four (24) hours after the Contractor has confirmed that there has been such a disaster or catastrophic failure. In the notification, the Contractor shall inform the State of:
- (1) The scale and quantity of the State Data loss;
 - (2) What the Contractor has done or will do to recover the State Data from backups and mitigate any deleterious effect of the State Data and Services loss; and
 - (3) What corrective action the Contractor has taken or will take to prevent future State Data and Services loss.
 - (4) If the Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.

The Contractor shall investigate the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. The Contractor shall cooperate fully with the State, its agents and law enforcement.

- o) In the event of termination of this Contract, cessation of business by the Contractor or other event preventing it from continuing to provide the Services, the Contractor shall not withhold the State Data or any other State confidential information or refuse for any reason, to promptly return to the State the State Data and any other State confidential information (including copies thereof) if requested to do so on such media as reasonably requested by the State, even if the State is then or is alleged to be in breach of the Contract. As a part of the Contractor's obligation to provide the State Data pursuant to this Paragraph 18) n), the Contractor will also provide the State any data maps, documentation, software, or other materials necessary including, without limitation, handwritten notes, materials, working papers or documentation, for the State to use, translate, interpret, extract and convert the State Data.
- p) Secure Data Disposal. When requested by the State, the Contractor shall destroy all requested data in all of its forms (disk, CD/DVD, backup tape, paper, etc.). Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.



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- Z. Third Party Software, Open-Source Software, and flow down terms: Notwithstanding terms and conditions, hyperlinks, or similar references to additional license agreements of third Parties presented in the Contractor's License Agreement, or other agreement, the State has no financial obligation or liability to the Contractor or such third parties under such additional license agreements. The State will not knowingly violate the licensing limitations stated in such additional license agreements.
- AA. Clickwrap Terms. Services or Products provided by pursuant to this Participating Addendum may, in some circumstances, be accompanied by a user clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "ok" or "agree" button on a dialog box or pop-up window as part of the process for the Product or for access to the Services. All terms and conditions of any clickwrap agreement provided with any Product or Services purchased herein shall have no force and effect and shall be non-binding on the Participating Entity, the Purchasing Entity, and their employees, agents, and other authorized users of the Product or Services. Notwithstanding the foregoing, terms and conditions in Vendor's software dialog boxes acknowledging compliance with United States federal laws applicable to mail and shipping may apply.
- BB. SEVERABILITY: In the event that a court of competent jurisdiction holds that a provision or requirement of the Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of the Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.
- CC. Neither party to this Contract is entitled to obtain judgment from the other party for attorney fees it has incurred in any litigation between the parties or in defense of any claim asserted by a third party. Either party may seek such equitable relief, costs and fees as permitted by applicable law. Applicable law, for the purpose of this Contract and all Services means North Carolina and United States federal laws and shall exclude laws of foreign jurisdictions, including but not limited to the European Union General Data Protection Regulation and its implementation in European Countries. Contractor's data processing agreements shall have no force or effect and shall not be signed by the Participating Entity, a Purchasing Entity, or their officials, directors, employees, agents, or contractors.
- DD. PROHIBITED ACTIONS. Notwithstanding any provision to the contrary appearing in the Contractor's attached documents or documents incorporated into, referenced or hyperlinked therein ("Contractor Agreements"), none of the following shall have any effect or be enforceable against the State, including the Participating Entity, Purchasing Entity, and their officials, directors, employees, agents, or any authorized user:

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1. Any Contractor term permitting Contractor to assign, subcontract, delegate, transfer or otherwise convey the contract resulting from this Participating Addendum, or any of its rights and obligations thereunder, to any entity without the prior written consent of the State and in accordance with Participating Addendum Paragraph titled, "Assignment".
2. Any term obligating or requiring the State to indemnify or hold harmless any person or entity, including without limitation the Contractor, its licensors, successors, or assigns.
3. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term.
4. Automatically charging the State's payment source.
5. Any term providing that state laws other than North Carolina shall govern the contract and any term in derogation of venue in Wake County, North Carolina, N.C.G.S. § 22B-3 *Contracts against public policy* (Contracts with forum selection provisions deemed void and unenforceable); See N.C.G.S. § 114-6.
6. Any term requiring arbitration or mediation.
7. Any term requiring the State to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury, requiring the State to waive its right to assert any defense, or waiving the posting of any bond for injunctive relief.
8. Any term requiring delivery other than FOB Destination.
9. Any term providing for passage of title or risk of loss to the State prior to acceptance of deliverables by the State.
10. Any term requiring pre-payment of maintenance fees for a term other than one year.
11. Any term imposing or requiring payment of a late fee, penalty, delinquency charge, interest, attorney's fees, liquidated damages, termination fees, audit costs, court costs, collection costs, or other similar costs.
12. Any term obligating the State to pay taxes inconsistent with its tax-exempt status.
13. Any terms changing the posted payment terms or increasing the posted prices or costs for Products and Services.
14. Any terms which limit, or have the effect of limiting, the right of the State to contract termination upon failure of legislative appropriation.
15. Merger clauses, "entire agreement" clauses, and clauses of similar intent
16. Intellectual property liability or general indemnity clauses that are not unlimited as to dollar amount.
17. Any provisions providing for the storage, collection, or transfer of State Personally Identifiable Information or State Data outside of the jurisdiction of the United States.
18. *A general limitation of liability by the Contractor that is less than two (2) times the value of the Participating Addendum as set forth in 4.U Contractor's Limitation of Liability.*
19. Any term excluding liability for property damage or personal injury, including injury caused by negligence, gross negligence, and willful and wanton conduct.
20. Any term excluding damage types from a liability cap, including but not limited to exclusions of liability for any indirect, incidental, special, consequential, or punitive damages, lost profits, business interruption of loss of use, costs of procurement of

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substitute products or services, loss or corruption of business information or data or cost of reconstruction of such data, loss of goodwill, or other damages.

- EE. Notwithstanding any terms, definitions, standards, or documents incorporated into, referenced, or hyperlinked in the Contractor's Agreements,
1. the term "confidential information" shall be determined pursuant to this Participating Addendum and the N.C. Public Records Act,
 2. the term "affiliate" shall not apply to the State or any authorized purchaser,
 3. in matters of records retention, the State's record retention schedules and the NC Public Records Act shall control,
 4. the State has the authority to transfer or assign the Contractor's products, licenses, or Service in accordance with N.C.G.S. § 143A-6, and other applicable law, and will provide written notice of such transfer to the Contractor,
 5. Contractor shall provide the State notice of any changes to its Contractor's Agreement and obtain the State's agreement to incorporate such changes into the State's agreement; unilateral change provisions without Contractor notification and the State's agreement are void,
 6. the terms of the Contractor's Agreements are not confidential,
 7. the order of precedence shall be as stated in this Participating Addendum,
 8. In matters of privacy and security of State Data, any Contractor privacy policies, security, policies, or security guidelines, shall be superseded by applicable North Carolina law, NCDIT Security Standards and Policies, and this Participating Addendum's Paragraph on Security of State Data,
 9. Contractor shall not sell or share the State's Data, including but not limited to Personal Information, as defined in Contractor's Business Privacy Policy, to or with third parties, including but not limited to marketers. Notwithstanding the foregoing, Contractor shall have a limited, non-exclusive license to access and use the State's Data in confidence as provided herein and solely for the purpose of the Contractor performing its obligations under this Participating Addendum and any Order to provide the SaaS Services.
5. Attachments: The following Contractor Agreements are attached and incorporated into the Agreement subject to this Participating Addendum's provisions, terms and conditions, which shall always take precedence in the event of conflicts arising among the terms of the Contractor Agreements and this Participating Addendum.

Attachment B: Services/License/Maintenance Agreements

- B.1 Pitney Bowes Terms – (i.e., SendTech US Sales-Lease Internet Terms for NASPO, November 2022)
- B.2 On-Premise Software License Agreement (Last modified April 2024), includes Exhibit A Product Terms



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Exhibit B Shipping & Mailing Maintenance Services Terms (i.e., On premise support terms)

B.3 On-Demand Subscription Services Agreement (Last Modified July 5, 2024), includes

Exhibit B-1(i) Products Terms for Pitney Ship, SendPro, Pitney Ship Pro, and Pitney Ship Enterprise Terms

Exhibit B-1(ii) Product Terms for SendPro Enterprise Subscription Product Terms
Exhibit B-1(iii) Product Terms for SendPro® 360 Locker Management, ParcelPoint™ Smart Locker Management, PitneyTrack® Asset, PitneyTrack® Enterprise, SendPro® 360 Receiving and PitneyTrack™ Inbound (Last Modified November 12, 2024)

Exhibit B-1(iv) Product Terms for RELAY™ COMMUNICATIONS HUB Product Terms

Exhibit B-2 On-Demand Subscription Services Product Support Terms

Exhibit B-3 USPS License Terms for Use of the USPS Data

Exhibit B-4 Business Privacy Statement

B.4 DI2000 Inserting System Terms (February 14, 2024)

B.5 AddressRight® Printers Terms (February 14, 2024)

Attachment C: Leasing Options

Summary of Leasing Options

Option A – NASPO ValuePoint State and Local Lease to Own Terms and Conditions

Option B – NASPO ValuePoint Fair Market Value Rental Terms and Conditions

Option C – NASPO ValuePoint Fair Market Value Lease Terms and Conditions

Attachment D: Cost Information

Pitney Bowes Supply Price List (December 2023)

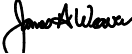

6. **Amendments and Conflicts:** Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.
7. **Entire Agreement:** This Participating Addendum (PA) together with all of the attachments attached hereto and made a part of, and the Master Agreement number CTR058808 (administered by the State of Arizona) together with its exhibits and amendments set forth as Amendments to the Master Agreement, as supplanted and modified herein, 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



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terms and conditions of this Participating Addendum and the Master Agreement shall not be added to or incorporated into this Participating Addendum (except normal State purchase order language consistent with this Participating Addendum). Any attempts to add or incorporate additional terms and conditions by Vendor with Purchasing Entities are hereby rejected. The terms and conditions of this Participating Addendum and the terms of the Master Agreement consistent with the Participating Addendum shall prevail and govern as to the contractual relationship between the State and Vendor.

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

Participating Entity: NC Department of Information Technology	Contractor: Pitney Bowes Inc.
Signature: 	Signature: 
Name: Jim Weaver	Name: Bill Walter
Title: Secretary and State CIO	Title: VP, Govt and GPOs
Date: 12/02/2024	Date: 11/27/2024



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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	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.***

TABLE OF CONTENTS FOR ATTACHMENTS

ATTACHMENT A

Master Agreement (short form without other States' terms)

Attachment B: Services/License/Maintenance Agreements

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 - Exhibit B-1(iii), Product Terms for SendPro® 360 Locker Management, ParcelPoint™ Smart Locker Management, PitneyTrack® Asset, PitneyTrack® Enterprise, SendPro® 360 Receiving and PitneyTrack™ Inbound (Last Modified November 12, 2024)
 - Exhibit B-1(iv), Product Terms for RELAY™ COMMUNICATIONS HUB Product Terms
 - Exhibit B-2, On-Demand Subscription Services Product Support Terms
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 - Exhibit B-4, Business Privacy Statement
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NASPO ValuePoint
PARTICIPATING ADDENDUM



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Pitney Bowes Supply Price List (December 2023)

Attachment A to State of North Carolina NASPO Participating Addendum

	Contract Amendment		Arizona Department of Administration State Procurement Office 100 N. 15 th Avenue Phoenix, AZ 85007
	Contract #: CTR058808	Contract Amendment: Six (6)	
	Effective Date: 8/8/2024		

NASPO Mailing Equipment, Supplies, and Maintenance

Pitney Bowes

In accordance with the Special Terms and Conditions, Section 5.1, Amendments, this contract is amended as follows:

The price adjustment submitted by the Contractor has been approved in order to align with the current product line up.

RECITALS

The State and Supplier entered into that certain agreement titled Master Agreement effective as of May 15, 2022, pursuant to which Supplier is to provide Mailing Equipment, Supplies, and Maintenance.

Thereafter, Amendment One (1) and Two (2) to revise the Initial Term of the Master Agreement to two (2) years and to attach the updated price list and on-demand terms for NASPO was executed on May 15, 2022.

Thereafter, Amendment Three (3) to incorporate the updated price book "NASPO Price Book – Updated July 2023" was executed on July 12, 2023.


Thereafter, Amendment Four (4) to revise the Master Agreement Terms and Conditions, Section 2.2, Amendment Limitations was executed on October 20, 2023 and was effective as of May 15, 2022.

Thereafter, Amendment Five (5) to add additional equipment per Section 3.6 Technology Advancements and to extend the contract period from May 15, 2024 to May 14, 2025 was executed on May 15, 2024.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

Available online at app.az.gov

Page 1

	Contract Amendment		Arizona Department of Administration State Procurement Office Phoenix, AZ 85007
	Contract #: CTR058808	Contract Amendment: Five (5)	
	Effective Date: 5/15/2024		

NASPO Mailing Equipment, Supplies and Maintenance

Pitney Bowes

The purpose of this amendment is to extend the contract, and add on additional items.

In accordance with Section 6: NASPO Valuepoint Master Agreement Terms and Conditions, the following items have been amended:

- Pursuant to Section II, Term of Master Agreement, Section 2.1, Initial Term, the contract is hereby extended from May 15, 2024 to May 14, 2025.

In accordance with Section 3: Scope of Work, Section 3.6, Technology Advancements, the equipment and technologies below have been added and deleted from the price book, these revisions are noted on attachments "NASPO Price Book_revised January 2024" and "NASPO Supply Price List Eff 05.15.2022_Rev 12.14.2023". The equipment that has been added is available for purchase immediately.

Added to Price Book:

- 360 API BASE SUBSCRIPTION
- 360 API BASIC SENDING
- ADVANCED ACCOUNTING
- CONNECTOR - EPIC HEALTH
- CONNECTOR - MCKESSON
- CONNECTOR - SCRIPTPRO
- CONNECTOR BASE B SUBSCRIPTION ANNUAL
- CONNECTOR PER USAGE FEE - TIER 2
- CORDLESS HANDHELD SCANNER FOR LOCKERS
- DATA RETAIN SENDING
- DATA RETAIN SENDING 0
- DATA RETAIN SENDING 1
- DATA RETAIN SENDING 10
- DATA RETAIN SENDING 11
- DATA RETAIN SENDING 12
- DATA RETAIN SENDING 2
- DATA RETAIN SENDING 3
- DATA RETAIN SENDING 4
- DATA RETAIN SENDING 5
- DATA RETAIN SENDING 6
- DATA RETAIN SENDING 7
- DATA RETAIN SENDING 8
- DATA RETAIN SENDING 9
- EXTERIOR ANCHOR BRACKETS
- HIGH VOLUME 4" LABEL PRINTER
- HIGH VOLUME 4" LABEL PRINTER
- HIGH VOLUME 4" LABEL PRINTER



Contract Amendment

Arizona Department of
Administration
State Procurement Office
Phoenix, AZ 85007

Contract #: **CTR058808**

Contract Amendment: **Five (5)**

Effective Date: **5/15/2024**

- HIGH VOLUME 4" LABEL PRINTER
- INDOOR PARCELPOINT DUAL ADD-ON MMMMM
- INDOOR PARCELPOINT DUAL ADD-ON XX
- INDOOR PP DUAL KIOSK MSSMKSL MSSMSSSSSSL
- INDOOR PPOINT DUAL ADD-ON MSSSSSSSSML
- LOW VOLUME 4" LABEL PRINTER
- LOW VOLUME 4" LABEL PRINTER
- MCKESSON ENTERPRISERX CONNECTOR SUBSCRPTN
- MCKESSON ENTERPRISERX USAGE SUBSCRIPTION
- NUMBER OF MONTHS RETAIN
- OUTDOOR ROOF KIT
- OVERAGE VOLUME BAND - \$0.09 PER LABEL
- OVERAGE VOLUME BAND - \$0.125 PER LABEL
- OVERAGE VOLUME BAND - \$0.15 PER LABEL
- PARCELPOINT
- PITNEYANALYTICS
- PITNEYSHIP MAILCENTER INTEGRATION
- PS ENTERPRISE-100 TRANSACTIONS MONTH
- PS ENTERPRISE-1000 TRANSACTIONS MONTH
- PS ENTERPRISE-10000 TRANSACTIONS MONTH
- PS ENTERPRISE-100000 TRANSACTIONS MONTH
- PS ENTERPRISE-150000 TRANSACTIONS MONTH
- PS ENTERPRISE-200000 TRANSACTIONS MONTH
- PS ENTERPRISE-2500 TRANSACTIONS MONTH
- PS ENTERPRISE-25000 TRANSACTIONS MONTH
- PS ENTERPRISE-250000 TRANSACTIONS MONTH
- PS ENTERPRISE-300000 TRANSACTIONS MONTH
- PS ENTERPRISE-400000 TRANSACTIONS MONTH
- PS ENTERPRISE-50 TRANSACTIONS MONTH
- PS ENTERPRISE-500 TRANSACTIONS MONTH
- PS ENTERPRISE-5000 TRANSACTIONS MONTH
- PS ENTERPRISE-50000 TRANSACTIONS MONTH
- PS ENTERPRISE-500000 TRANSACTIONS MONTH
- PS ENTERPRISE-600000 TRANSACTIONS MONTH
- PS ENTERPRISE-700000 TRANSACTIONS MONTH
- PS ENTERPRISE-7500 TRANSACTIONS MONTH
- PS ENTERPRISE-AUDIT LOGGING SUBSCRIPTN
- PS ENTERPRISE-CARRIER MGMT SUBSCRIPTN
- PS ENTERPRISE-LOW CODE SUBSCRIPTN
- PS ENTERPRISE-REGION CARRIER SUBSCRIPTN
- PS PRO - 50 TRANSACTIONS PER MONTH
- PSE Single Sign On Services
- RUGGED BOOT TRACKING ASSISTANT
- SCRIPTPRO – SUBSCRIPTION AND SFTP
- SCRIPTPRO USAGE SUBSCRIPTION
- SPE LTL SUB - CUSTOM CARRIER



Contract Amendment

Contract #: **CTR058808**

Contract Amendment: **Five (5)**

Effective Date: **5/15/2024**

Arizona Department of
Administration
State Procurement Office
Phoenix, AZ 85007

- SPE LTL SUB - FEDEX FREIGHT
- SPE LTL SUB - OTHER SUPPORTED
- SPE LTL SUB - UPS FREIGHT
- SPE LTL SUBSCRIPTION
- TA TRIGGER, REQUIRES BOOT
- USPS NEGOTIATED RATE LVL 01
- USPS NEGOTIATED RATE LVL 01
- USPS NEGOTIATED RATE LVL 01
- USPS NEGOTIATED RATE LVL 02
- USPS NEGOTIATED RATE LVL 02
- USPS NEGOTIATED RATE LVL 02
- USPS NEGOTIATED RATE LVL 02
- USPS NEGOTIATED RATE LVL 03
- USPS NEGOTIATED RATE LVL 03
- USPS NEGOTIATED RATE LVL 03
- XD5-40 SST LOW VOLUME LABEL PRINTER
- ZD621 SST MID VOLUME LABEL PRINTER

Deleted from Price Book:

- ACTIVATION FOR MOLS
- ACTIVATION FOR TOLS
- CROSSGRADE PP OFFICE - CONNECT PERPETUAL
- CROSSGRADE PP PRODUCTION TO CONNECT
- ENHANCED RECEIVE AND DELIVER
- HIGH VOLUME 4IN. LABEL PRINTER
- HIGH VOLUME 4IN. LABEL PRINTER
- HOSTING LEVEL 1
- HOSTING LEVEL 2
- HOSTING LEVEL 3
- OL CONNECT SEND MAX 5000 USERS BACKUP
- OL CONNECT SEND-MAX 1000 USERS BACKUP
- OL CONNECT SEND-MAX 1000 USERS DEV/TEST
- OL CONNECT SEND-MAX 1000 USERS
- OL CONNECT SEND-MAX 2000 USERS
- OL CONNECT SEND-MAX 2000 USERS BACKUP
- OL CONNECT SEND-MAX 2000 USERS DEV/TEST
- OL CONNECT SEND-MAX 5000 USERS
- OL CONNECT SEND-MAX 5000 USERS DEV/TEST
- PERFORMANCE PACK
- PERFORMANCE PACK BACK-UP
- PERFORMANCE PACK DEV/TEST
- PITNEYANALYTICS SOLUTION
- PLANETPRESS CONNECT
- PLANETPRESS SEND UP TO 100 USER DEV/TEST
- PLANETPRESS SEND UP TO 100 USERS
- PLANETPRESS SEND UP TO 100 USERS BACK-UP



Contract Amendment

Arizona Department of
Administration
State Procurement Office
Phoenix, AZ 85007

Contract #: **CTR058808**

Contract Amendment: **Five (5)**

Effective Date: **5/15/2024**

- PP CONNECT BACKUP LICENSE
- PP CONNECT DEVELOPMENT & TEST LICENSE
- PP CONNECT IMAGING
- PP IMAGING BACKUP LICENSE
- PP IMAGING DEVELOPMENT & TEST LICENSE
- PP OPTIMIZED OUTPUT
- PP OPTIMIZED OUTPUT BACKUP LICENSE
- PP OPTIMIZED OUTPUT DEV & TEST LICENSE
- PP PCL INPUT
- PP PCL INPUT BACKUP LICENSE
- PP PCL INPUT DEVELOPMENT & TEST LICENSE
- PRES
- PRES BACK-UP
- PRES PCL INPUT
- PRES PCL INPUT BACK-UP
- PRES DEV/TEST
- PRES PCL INPUT DEV/TEST
- PRES PERF PACK
- PRES PERF PACK BACK-UP
- PRES PERF PACK DEV/TEST
- RECEIVE
- RECEIVE AND DELIVER
- RECEIVING - ENHANCED (50 RECIPIENTS)
- RECEIVING - STANDARD (5 RECIPIENTS)
- RECEIVING - WITH NOTIFY (150 RECIPIENTS)
- RUGGED BOOT T764/5, T6MD/E
- SNAP-ON TRIGGER HANDLE T764/5, T6MD/E

Bill Walter

Digitally signed by Bill Walter
Date: 2023.12.19 13:59:02 -07'00'

Signature

VP, Government and GPOs

Title

12-19-2023

Date

Francine Whittington

Signature


Statewide Procurement Manager

Title

12/18/2023

Date

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

	Contract Amendment		Arizona Department of Administration State Procurement Office 100 N. 15 th Avenue Phoenix, AZ 85007
	Contract #: CTR058808	Contract Amendment: Four (4)	
	Effective Date: 5/15/2022		

NASPO Mailing Equipment, Supplies, and Maintenance
Pitney Bowes Inc.

In accordance with the NASPO Valuepoint Master Agreement Terms and Conditions, Section 2.2, Amendment Limitations, this contract is amended as follows:

II. Term of Master Agreement, Section 2.1, Initial Term has been revised as follows:

*The initial term of this Master Agreement is for **two (2) years**. The term of this Master Agreement may be amended beyond the initial term for **three (3)** additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.*

Bill Walter
Digitally signed by Bill Walter
 Date: 2023.10.19 07:38:55 -05'00'

Signature
 VP, Government and GPOs

Title
 10/19/2023


Date

Francine Whittington

Signature
 LEAD Contract Administrator

Title
 10/13/2023

Date

	Contract Amendment	Arizona Department of Administration State Procurement Office 100 N. 15th Avenue Phoenix, AZ 85007
	Contract: CTR058808 Contract Amendment: Three (3)	
	Effective Date: July 12, 2023	

Mailing Equipment, Supplies, and Maintenance
Pitney Bowes, Inc.

This Addendum 3 modifies the Master Agreement (“Master Agreement”) awarded to Pitney Bowes Inc. (“Contractor”) by the Lead State in connection with Solicitation No. BPM003137. All terms of the Master Agreement not modified in this Addendum remain in full force and effect.

Amendment Purpose:

The purpose of this amendment is to amend Pitney Bowes’ Price Book


Modification of Master Agreement:

The “NASPO Price Book - Updated July 2023” has been added to the Master Agreement and incorporated herein.


RECITALS

The State and Supplier entered into that certain agreement title Master Service Agreement effective as of May 15, 2022 pursuant to which Supplier is to provide NASPO Mailing Equipment, Supplies, and Maintenance.

Thereafter, Amendment Number 1 & 2 to extend the contract term from May 16, 2022 to May 15, 2023, and to attach updated price list and on-demand terms for NASPO.

	Contract Amendment		Arizona Department of Administration State Procurement Office 100 N. 15 th Avenue Phoenix, AZ 85007
	Contract: CTR058808	Contract Amendment: Three (3)	
	Effective Date: July 12, 2023		

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN
UNCHANGED

	Contract Amendment		Arizona Department of Administration State Procurement Office 100 N. 15 th Avenue, Suite 402 Phoenix, AZ 85007
	CTR058808	Amendment # 2	
	Effective Date: November 30, 2022		

Mailing Equipment, Supplies, and Maintenance

Pitney Bowes

This Contract Amendment Number 1 is to extend the contract term. In accordance with the NASPO ValuePoint Master Agreement Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, The above referenced contracts shall be amended as follows

Add the following documents

- NASPO Price Book – Submitted – November 2022 (1)
- NASPO Supply Price List Eff 05.15.2022_Rev 10.24.2022_DMK (1)
- On-Demand terms for NASPO – PB 10-28-22
- Option A – NASPO State Local Lease to Own Terms and Conditions NOV 2022 10.27.22 v2
- Option B - NASPO Fair Market Value Rental Terms and Conditions NOV 2022 10.27.22 v2 (002)
- Option C - NASPO Fair Market Value Lease Terms and Conditions NOV 2022 10.27.22 v2
- SendTech U.S. Sales-Lease Internet Terms for NASPO NOV 2022 10.27.22 (002)

RECITALS

The State and Supplier entered into that certain agreement title Master Service Agreement effective as of May 15, 2022 pursuant to which Supplier is to provide NASPO Mailing Equipment, Supplies, and Maintenance.

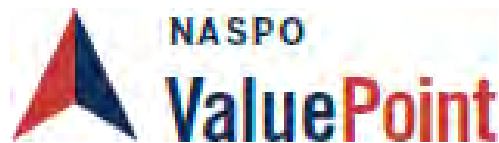
ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement systems by the Procurement Officer or delegate.



The State of Arizona
State Procurement Office

In conjunction with



**NASPO ValuePoint Master Agreement for
Mailing Equipment, Supplies and
Maintenance**

(Effective May 15, 2022)

Resulting from Request for Proposals
Arizona Solicitation Number BPM003137



Request for Proposal

Solicitation No. **BPM003137**

Description:

Mailing Equipment, Supplies, and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide *Mailing Equipment, Supplies, and Maintenance* in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	8/30/21	AA						
		Date	initial						
Revised Offers:	2.	X	X	3.	X	X	4.	X	X
		date #1	initial	date #1	initial	date #1	initial	date #1	initial
	5.	X	X	6.	X	X	7.	X	X
		date #4	initial	date #5	initial	date #6	initial	date #6	initial
Best and Final Offer:	8.	X	X						
		Date	initial						

Pitney Bowes Inc.

Offeror company name

Signature of person authorized to sign Offer

3001 Summer St.

Address

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

Printed name and title

Stamford, CT 06926

City | State | ZIP

Bill Walter, Vice President, Government and GPOs

Contact name and title

06-0495050

Federal tax identifier (EIN or SSN)

Bill.walter@pb.com

Contact Email Address

480-206-2984

Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: **CTR058808**

The effective date of the Contract is: **5/15/2022**
Date

Contract awarded **1/25/2022**
Date

Nyesha Daley

Nyesha Daley, PhD

PART 3 of the Solicitation Documents
Template version 6.0 (18-NOV-2019)

SECTION 3-B: Offer Forms
Page 9 of 60

3



Request for Proposal

Solicitation No. **BPM003137**

Description:
Mailing Equipment, Supplies, and Maintenance

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-A Method Proposal (Method of Approach)

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Question 1: Proposed Offering:

Bidder shall identify which categories are being offered.

<input checked="" type="checkbox"/>	<u>Postage Meter Rental (to include Legacy Postage Meters)</u>
<input checked="" type="checkbox"/>	<u>Mailing Systems, Ultra Low Volume</u>
<input checked="" type="checkbox"/>	<u>Mailing Equipment, Mailing Systems, Low Volume</u>
<input checked="" type="checkbox"/>	<u>Mailing Equipment, Mailing Systems, Medium Volume</u>
<input checked="" type="checkbox"/>	<u>Mailing Systems, High Volume</u>
<input checked="" type="checkbox"/>	<u>Mailing System, Production</u>
<input checked="" type="checkbox"/>	<u>Integrated Postal Scales</u>
<input checked="" type="checkbox"/>	<u>Letter Openers, Low Volume</u>
<input checked="" type="checkbox"/>	<u>Letter Openers, High Volume</u>
<input checked="" type="checkbox"/>	<u>Letter Folders, Low Volume</u>
<input checked="" type="checkbox"/>	<u>Letter Folders, High Volume</u>
<input checked="" type="checkbox"/>	<u>Inserters, Production</u>
<input checked="" type="checkbox"/>	<u>Folder/Inserters, Low volume</u>
<input checked="" type="checkbox"/>	<u>Folders/Inserters, Medium Volume</u>
<input checked="" type="checkbox"/>	<u>Folders/Inserters, High Volume</u>
<input checked="" type="checkbox"/>	<u>Folders/Inserters, Production</u>
	<u>Envelope Mail Labeler, Low Volume</u>
	<u>Envelope Mail Labeler, Medium Volume</u>
	<u>Envelope Mail Labeler, High Volume</u>
	<u>Envelope Mail Labeler, Production</u>
<input checked="" type="checkbox"/>	<u>Envelope Addressing System, Ink Jet, Low Volume</u>
<input checked="" type="checkbox"/>	<u>Envelope Addressing System, Ink Jet, Medium Volume</u>
<input checked="" type="checkbox"/>	<u>Envelope Addressing System, Ink Jet, High Volume</u>
	<u>Envelope Addressing System, Ink Jet, Production</u>
	<u>Tabbers, Low Volume</u>
	<u>Tabbers, Medium Volume</u>
<input checked="" type="checkbox"/>	<u>Tabbers, High Volume</u>
	<u>Tabbers, Production</u>
	<u>Check Imprinting/Endorsing</u>
	<u>Pressure Sealing, Production</u>
	<u>Bursting Equipment, Production</u>
	<u>Pre-sorting Equipment, Production</u>
	<u>Extractors</u>
<input checked="" type="checkbox"/>	<u>Mailing Furniture (general)</u>
<input checked="" type="checkbox"/>	<u>Software, License and Subscription</u>
<input checked="" type="checkbox"/>	<u>Software Integration</u>

Table of Contents

Section 1	NASPO ValuePoint Solicitation - General Information
Section 2	Solicitation Requirements, Information and Instructions to Offerors
Section 3	Scope of Work
Section 4	NASPO ValuePoint Master Agreement Statement of Compliance
Section 5	Price and Cost Proposal
Section 6	NASPO ValuePoint Master Agreement Terms and Conditions
Section 7	Lead State (State of Arizona) Terms & Conditions <i>7.1 State of Arizona Special Terms and Conditions</i> <i>7.2 State of Arizona Uniform Terms and Conditions</i>
Attachments	Additional Participating States' Terms and Conditions

REQUEST FOR PROPOSAL

Mailing Equipment, Supplies and Maintenance

Solicitation # BPM003137

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. Purpose

The State of Arizona, State Procurement Office (“Lead State”) is requesting proposals for Mailing Equipment, Supplies and Maintenance in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish multiple Master Agreements, by category with qualified Offerors to provide Mailing Equipment, Supplies and Maintenance to meet the mailing needs for all Participating States.

The objective of this RFP is to leverage the collective volume of potential purchases by numerous state and local government entities to obtain best value, and achieve more favorable pricing than is obtainable by an individual state or local government entity. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Section 6, NASPO ValuePoint Program Provisions, 3. Term of the Master Agreement NASPO ValuePoint Master Terms and conditions.

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the Lead State’s discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This RFP is a replacement for the expiring Mailroom Equipment, Supplies and Maintenance Master Agreements for the State of Arizona and NASPO ValuePoint.

1.2. Lead State, Solicitation Number and Lead State Contract Administrator

The State of Arizona, State Procurement Office is the Lead State and issuing office for this document and all subsequent Amendments relating to it. This solicitation (RFP) is a competitive process, in accordance with the Arizona Procurement Code available at <https://spo.az.gov/>. The Arizona Procurement Code is a compilation in one place of

Arizona Revised Statutes (ARS) 41-2501 et seq. and administrative rules and regulations A.A.C. R2-7-1010 et seq. The solicitation # BPM003137 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Arizona, State Procurement Office is:

Nyesha Daley, PhD, Statewide Procurement Manager
State of Arizona, State Procurement Office
100 N. 15th Avenue
Phoenix, Arizona 85007
Email: nyesha.daley@azdoa.gov
Phone: 602-542-4907

1.3 Schedule of Events

All dates and times are listed in the State's e-procurement system

Solicitation Release:	July 6, 2021
Pre-Proposal Conference:	July 19, 2021
Closing Date and Time:	August 17, 2021
Anticipated Award Date:	November 1, 2021

All times are Mountain Standard time unless indicated otherwise.

1.4. Definitions of Terms

The following definitions apply to this solicitation. Section 6 also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement terms and conditions.

1.1 Arizona Procurement Code; A.R.S.; A.A.C.	“Arizona Procurement Code” means, collectively, Title 41 Chapter 23, <i>et. sequitur</i> , in the Arizona Revised Statutes (abbreviated “A.R.S.”) and administrative rules R2-7-101 <i>et. sequitur</i> in the Arizona Administrative Code (abbreviated “A.A.C.”). NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents,
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therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.

The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:

<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>

The Arizona State Legislature provides the official A.R.S. online at:

<http://www.azleg.gov/ArizonaRevisedStatutes.asp>

The Office of the Arizona Secretary of State provides the official A.A.C. online at:

<http://www.azsos.gov/rules/arizona-administrative-code>

1.2 Clarifications

“Clarifications” means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.

1.3 Contract

“Contract” is defined in paragraph 1.2 of the Uniform Terms and Conditions.

1.4 Contract Amendment

“Contract Amendment” is defined in paragraph 1.3 of the Uniform Terms and Conditions.

1.5 Contract Terms and Conditions

“Contract Terms and Conditions” is defined in paragraph 1.8 of the Special Terms and Conditions.

1.6 Contractor

“Contractor” is defined in paragraph 1.4 of the Uniform Terms and Conditions.

1.7 Evaluation

“Evaluation” means, per A.A.C. R2-7-C316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.

1.8 Negotiation

“Negotiation” means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.

- 1.9 Not Susceptible for Award** “Not Susceptible for Award” means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.
- 1.10 Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)** “Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted.
“Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315.
“Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered.
Reference to “an Offer, “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
- 1.11 Offeror** “Offeror” is the Person submitting an Offer; instructions addressed to “you” and references to “your” items are to be construed as being synonymous with “Offeror” and “Offeror’s” throughout these Instructions to Offerors.
- 1.12 Pricing Document** “Pricing Document” means Section 2-B of the Solicitation Documents. Also known as Pricing Document as defined in the Special Terms and Conditions.
- 1.13 The State’s e-Procurement System** “The State’s e-Procurement System” is defined in paragraph 1.16 of the Special Terms and Conditions.
- 1.14 Procurement Officer** “Procurement Officer” means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in The State’s e-Procurement System.
- 1.15 Small Business** “Small Business” means a for-profit or not-for-profit organization, including its affiliates, with fewer than 100 full-time employees or gross annual receipts of less than \$4 million for the last complete fiscal year.
- 1.16 Solicitation** “Solicitation” means this procurement solicitation, which State is issuing as either:

1. an invitation for bids (“IFB”) under A.R.S. § 41-2533;
2. a request for proposals (“RFP”) under A.R.S. § 41-2534;
3. a request for quotations (“RFQ”) under A.R.S. § 41-2535;
or
4. a request for qualifications under A.R.S. §41-2558.

Refer to the Solicitation Summary for which of the foregoing is this Solicitation.

- 1.17 Solicitation Amendment** “Solicitation Amendment” means, per A.A.C. R2-7-101(15), a change to the Solicitation that has been issued by Procurement Officer.
- 1.18 Solicitation Summary** “Solicitation Summary” means Section 1 of the Solicitation Documents.
- 1.19 State** “State” is defined in paragraph 1.11 of the Uniform Terms and Conditions.
- 1.20 Subcontract** “Subcontract” is defined in paragraph 1.13 of the Uniform Terms and Conditions.
- 1.21 Subcontractor** “Subcontractor” is defined in paragraph 1.19 of the Special Terms and Conditions.

Lead State means the State conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposer has the same meaning as Offeror

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" or "Solicitation" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Amendments.

1.5. NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

1.6. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement:

- California
- Hawaii
- Illinois
- Iowa
- Maryland
- Ohio
- Tennessee
- Texas
- Virginia
- Washington
- Wyoming

Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to Proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the awarded supplier. State-specific terms and conditions are included in Attachments.

1.7. Anticipated Usage

No minimum or maximum level of sales volume is guaranteed or implied.

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1. Pre-Offer Conference

A Pre-Offer Conference will be held at the time and place indicated in the solicitation's "Pre-Bid Conference" field as found within the State of Arizona's e-procurement system APP (<https://app.az.gov>); attendance is not required. The purpose of this conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State of Arizona at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State of Arizona's Procurement Office listed on page 3. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

2.2. Inquiries

2.2.1 Solicitation Contact Person. Any inquiry related to this Solicitation, including any requests for inquiries regarding standards referenced in the Solicitation, shall be directed solely to the State of Arizona's Procurement Officer.

2.2.2 Submission of Inquiries. All inquiries to the State of Arizona's Procurement Officer related to the Solicitation are required to be submitted in the State of Arizona's E-Procurement System, APP (<https://app.az.gov>). All interested Proposers shall utilize the Q&A functionality provided through APP (<https://app.az.gov>). All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number.

2.2.3 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.

2.2.4 Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the offer due date and time for review and determination by the State of Arizona. Failure to do so may result in the inquiry not being considered for a solicitation amendment.

2.2.5 No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

2.3. Preparation of Proposals

2.3.1 Electronic Documents. This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances, where modifications are identified, the original document published by the State of Arizona shall take precedence.

2.3.2 Attachment Formats. All attachments shall be submitted in a format acceptable to the Lead State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective Offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

2.3.3 Confidential, Protected or Proprietary Information

All information identified in the “Confidential” section shall be subject to review by the Lead State in accordance with the procedures prescribed by the Lead State’s open records statute, freedom of information act, or similar law.

2331 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains a trade secret or other proprietary information that should be withheld, the Offeror shall clearly designate the trade secret and other proprietary information, using the term “Confidential” and, the State of Arizona’s Procurement Officer shall be so advised in writing. An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. Such material shall be identified as “Confidential” wherever it appears. Until a written determination is made, the State of Arizona’s Procurement Officer shall not disclose information designated as “Confidential” except to those individuals deemed to have a legitimate State interest. In the event the State of Arizona’s Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State of Arizona’s Procurement Administrator within the time specified in the written determination. The State of Arizona, pursuant to A.A.C. R2-7-103, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person, requests a review of that determination under A.A.C. R2-7-103(D). **Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.**

2332 All Confidential, Protected or Proprietary information must be included in one section of your response. **Do not incorporate**

Confidential, Protected or Proprietary information throughout the Proposal.

2.3.3.2.1 In the event that a limited amount of “Confidential, Protected or Proprietary” information is deemed necessary by the Offeror to respond to solicitation, any such information must be included in **a separate section** of the Offeror’s proposal response which is clearly marked as “Confidential”. In addition, provide a reference in the proposal response directing reader to the specific area of this protected information section.

2.3.3.2.2 Offerors should be aware that marking any portion of an Offer as “Confidential”, may exclude the Offer from evaluation or consideration for award.

2.3.3.2.3 Elements of the proposal that define the contractual requirements, such as approaches to the statement of work, prices, and schedule, may not be marked as “Confidential”. Proposals not complying with these instructions for identification and segregation of confidential and proprietary information may be rejected.

2.3.3.2.4 Information included in the “Confidential” section of an Offeror’s proposal is not automatically accepted and protected.

2.3.4 Exceptions to Terms and Conditions.

All exceptions included with the Offer shall be submitted in the State of Arizona’s eProcurement system in the Conformance Statements included in Part 3 of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the State of Arizona’s Procurement Officer in a written statement. An Offeror shall provide a statement detailing a justification for each exception item request. The Offeror’s preprinted or standard terms will not be considered by the State of Arizona as part of any resulting Contract. **All exceptions that are contained in the Offer may negatively impact an Offeror’s susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.**

2.3.5 Evidence of Intent to be Bound.

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State of Arizona's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. The Offer and Acceptance Form shall be submitted electronically with the submitted Offer no later than the Offer due date and time. Failure to return an Offer and Acceptance Form will result in rejection of the offer.

2.3.6 Subcontractors.

Offerors shall clearly list any proposed subcontractors. Include with their list of proposed subcontractors:

- Subcontractor's contact information;
- Subcontractor's certifications and or licenses required for the performance of the Contract; and,
- Subcontractor's proposed responsibilities under the Offeror's proposal.

2.3.7 Cost of Offer Preparation.

The State of Arizona will not reimburse any Offeror the cost of responding to a Solicitation.

2.3.8 Federal Excise Tax.

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the Lead State.

2.3.9 Identification of Taxes in Offer.

The State of Arizona is subject to all applicable state and local transaction privilege taxes. If the products and/or services specified require transaction privilege or use taxes or other applicable taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege tax shall not be considered for evaluation.

2.3.10 Disclosure.

If the Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offer shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension of debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

2.3.11 Unit Price Prevails.

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

2.3.12 Delivery.

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

2.3.13 Federal Immigration and Nationality Act.

By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulation (FINA) relating to the immigration status of their employees. The State of Arizona may, at its sole discretion require evidence of compliance during the evaluation process. Should the State of Arizona request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

2.3.14 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

2.4. Submission of Offer

2.4.1 Offer Submission, Due Date, and Time.

Offers in response to this solicitation shall be submitted within the Lead State's e- Procurement system, APP (<https://app.az.gov>). Offers shall be received before the date/time listed in the solicitation's 'Bid Due Date' field. Offers submitted outside of APP, or those that are received on or after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions about the submission date and/or time shall be directed to the State of Arizona's Procurement Officer or to the APP Help Desk (app@azdoa.gov or 602.542.7600).

2.4.2 Offer Amendment or Withdrawal.

An Offer may not be amended or withdrawn after the offer due date and time except as otherwise provided under applicable law.

2.4.3 Electronic Submission of Offer.

2431 The successful submission of your offer in APP is critical in

order for it to be completely/properly received and evaluated. Prior review of the guides available via <https://app.az.gov> and on <https://spo.az.gov> "Vendor Resources" tab can be of assistance in understanding the electronic submission process.

2432 The Lead State (State of Arizona) accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor their emails for such notices and to monitor APP (<https://app.az.gov>) to obtain RFP addenda or other information relating to the RFP.

2.4.4 Non-collusion, Employment, and Services.

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

2441 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and,

2442 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with applicable federal, state and local laws and executive orders regarding employment.

2.4.5 Waiver and Rejection Rights:

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

2451 Waive any minor informality;

2452 Reject any and all Offers or portions thereof; or,

2453 Cancel the Solicitation. If the Lead State (State of Arizona) determines such action to be in the collective best interests of Participating States, this solicitation may be canceled at any time, up until the time of award of the Master Agreement(s).

2.4.6 A responsive, responsible Offeror shall submit the following:

2461 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State of Arizona's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form will result in rejection of the Offer.

2462 Acknowledgement of Solicitation Amendments. Offeror shall acknowledge Solicitation Amendments electronically in APP

(<https://app.az.gov>) no later than the Offer due date and time. Failure to acknowledge all/any Solicitation Amendments may result in rejection of the Offer.

2.4.6.2.1 Alternately to the electronic acknowledgement in APP, the Offeror can attach a counter-signed copy of each Amendment in APP as part of their Offer.

2463 Offer Forms: Offerors shall include all Offer Forms in part 3 of the solicitation, completed accurately, in the format provided and according to the instructions. Failure to follow Offer Form instructions will result in rejection of Offer.

2.5. References and Experience

The Offeror agrees that by submitting an Offer, the State of Arizona or its designated agent may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the Offer. In addition, by submitting an Offer, the Offeror is agreeing to give permission to the entity to provide information and the Offeror will take whatever action is necessary to facilitate, encourage or authorized the release of information, if necessary, the Offeror shall sign a release to obtain information.

2.6 Responsibility

In accordance with A.R.S. §41-2534(G), A.A.C. R2-7-C312 and R2-7-C316, the State of Arizona shall consider, at a minimum, the following in determining Offeror's responsibility, as well, as the Offeror's responsiveness and acceptability for contract award.

2.6.1 Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;

2.6.2 Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

2.6.3 Whether the Offeror is legally qualified to contract with the State of Arizona and the Offeror's financial, business, personnel, or other resources, including subcontractors;

2.6.3.1 Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully

prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

- 2.6.4 Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 2.6.5 Whether the Offer was sufficient to permit evaluation by the State of Arizona, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 2.6.6 Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
- 2.6.7 Whether the Offer limits the rights of the State;
- 2.6.8 Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State of Arizona or necessary for successful Contract performance. The State of Arizona shall be the sole determiner as to the reasonableness of a condition;
- 2.6.9 Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 2.6.10 Whether the Offeror provides misleading or inaccurate information.

2.7. Responsiveness and Acceptability

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

2.8. Opening

Proposals received by the correct time and date will be opened and the name of

each Offeror will be publicly available through the State of Arizona's eProcurement system (<https://app.az.gov>). Proposals will not be available on the eProcurement system until after contract award.

2.9. Offer Acceptance Period

Responses to this RFP, including proposed costs, will be considered firm for one hundred and eighty (180) days after the proposal due date and time.

2.10. Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

2.11 Oral Presentations

The State of Arizona may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days' advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

2.12. Evaluation

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance:

1. Capacity of Offeror, Years of Experience
2. Method of Approach
3. Cost

Exceptions to the Terms and Conditions, may impact an Offeror's susceptibility for award.

2.13 Discussions

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the State may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

2.14. Best and Final Offer (BAFO)

If discussions are conducted, the State of Arizona shall issue a written request for Best and Final Offers (BAFO's). The request shall set forth the date, time and place

for the submission of BAFO's. BAFO's shall be requested only once; unless, the State of Arizona makes a determination that it is advantageous to conduct further discussions.

2.15 Contract Award

Award of a contract will be made to the most responsive and responsible Offeror(s), by category, whose proposal is determined to be the most advantageous to the State of Arizona based on the evaluation criteria set forth in the solicitation.

2.15.1 Number of Types of Awards.

2.15.1.1 Each State reserves the right to enter into a single Participating Addendum (PA) or enter into multiple PAs, whichever is most advantageous to the Participating State.

2.15.2 **Contract Inception.** An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the State of Arizona's Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

2.16 Public Record

All Proposals submitted in response to this Request for Proposal shall become the property of the State of Arizona and shall become a matter of Public Record available for review and must be retained by the State of Arizona for six years. Offers shall be open and available to public inspection through the State of Arizona's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State of Arizona.

2.17 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the State of Arizona's Procurement Officer of the purchasing agency and with the State of Arizona's Procurement Administrator. A protest of a Solicitation shall be received by the State of Arizona's Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

2.17.1 The name, address and telephone number of the protester;

2.17.2 The signature of the protester or its representative;

2.17.3 Identification of the purchasing agency and the Solicitation or Contract number;

- 2.17.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and,
- 2.17.5 The form of relief requested.

Section 3: Scope of Work

Contractor shall provide equipment, services, and maintenance support to meet the mailing needs of the customer per the limitations of their award. The applicable product range will include, but not be limited to, software license and subscriptions, ultra-low volume equipment through equipment used in mailing production environments, including postage meter rental, accessories, supplies, and maintenance. All equipment and services offered must meet the approval of the USPS® if applicable.

3.2 Products

- 3.2.1 Any awarded contractor(s) shall also include, upon agency request, information on all environmental features of each item, including but not limited to: energy efficiency modes and their operation, double sided copying operations and double sided default programming, the extent to which any supplies and other packaging may qualify for recycling, re-manufacturing, and will provide the environmental and economic benefits of these features.
 - 3.2.1.1. **Printers** – The only printers allowed for purchase through this solicitation are special printers sole use for which is tied to mailroom equipment. If a regular printer (e.g. an HP Printer) is able to be utilized in the same fashion, and function as the printer available from the Contractor, then the printer from the Contractor is not allowed. Allowable printers may be purchased with a mailroom equipment system or as a product replacement from a purchase from this or a previous Master Agreement.
 - 3.2.1.2. **Computers** - The only computers allowed for purchase through this Master Agreement are those computers dedicated to mailroom equipment and operations.
- 3213 **Furniture** - Furniture is being awarded within each category as well as being classified as an independent category. The furniture that is applicable to the independent furniture category is furniture that is specific to mailrooms but not specific to the mail equipment category. E.g. Case work or mobile mail cart etc. The furniture section within each category is relevant to furniture that would be considered specific to the Mailing Equipment with which they are compatible.
- 3214 **Accessories** – All accessories, including tablets and scanners, shall be relevant to the functioning of a mailroom. If there is any concern over a specific item being included in this category, said items will be submitted to the Lead State Contract Administrator for a decision. The Lead State Contract Administrator’s decision is the final determination as to whether an item is included in the Scope of any Master Agreement.

- 3215 **Trade In/Buy Back** - Contractor shall provide a Trade in /Buy Back program to help ensure Participating Entity has the best options to meet their needs. This program is required; however, it is at the sole option of the Participating Entity to utilize this program.
- 3216 All equipment identified as EnergyStar compliant shall be delivered and installed with the Energy Star or similar power management features enabled.

3.3. Remanufactured Equipment

- 3.3.1 A Contractor may offer Remanufactured or Refurbished Equipment that is certified by the Manufacturer. All Remanufactured or Refurbished Equipment will be clearly labeled as Remanufactured equipment. Pricing will be based on a quote and on an Individual Case Basis (ICB). Pricing must not exceed prices listed in approved price book at the time of purchase. All quotes will also provide the fixed annual maintenance rate for years 2-5. Remanufactured equipment shall come with a 1 year all-inclusive as new-warranty and the Offeror shall be able to provide maintenance for years 2-5 that includes all service, labor, software maintenance, and parts. If for any reason a Contractor is not able to provide maintenance (including parts), the Contractor(s) will provide, entirely at their expense, a replacement piece of equipment and/or software. Any replacement items shall have the equal or greater performance and functionality along with the maintenance for the equipment for the duration of the original five (5) year maintenance period (including maintenance on the replacement equipment) at no additional charge. All other requirements of the Master Agreement continue to apply.

3.4. Shipping and Delivery

- 3.4.1 Shipping is to be FOB destination, inside to the contiguous 48 states, Washington DC and point of exportation for Alaska, Hawaii, Puerto Rico, and territories for shipments outside the 48 contiguous states. The point of exportation location must be agreed to, in writing, by the vendor and the Participating Entity. At that point, shipping terms, charges and conditions should be negotiated with the end-user. These Participating Entities must be notified in advance of any possible shipping charges and mutually agreed to in writing before any purchase or lease is allowed.

The Contractor(s) shall furnish equipment within twenty (20) business days after receipt of order, or a delivery time mutually agreed upon, in writing, between the Participating Entity and the Contractor. The Contractor shall notify the Participating Entity in advance of delivery of equipment so that the Participating Entity can make necessary arrangements. Delivery of start-up supplies shall be made upon or before delivery of equipment. Delivery shall be made in accordance with instructions (time and quantities ordered) from the

Participating Entity as detailed on the Purchase Order. All deliveries shall be accompanied with a Bill of Lading containing the Purchase Order number, the items ordered, the Master Agreement numbers, (both the Master Agreement number and the Participating Entities number) pricing and any special instructions. If there is a discrepancy between the Purchase Order and what is listed on the Master Agreement, it is the Contractor's obligation to seek clarification from the Participating Entity.

All deliveries and installation work shall be performed during regular working hours, defined as 7:00 A.M. to 6:00 P.M. Monday through Friday. Changes may be granted with written approval of the Participating Entity. Any delivery required to be performed outside regular working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations, and if agreeable to both the Contractor and the Participating Entity, shall be agreed to in writing by both parties.

The Contractor shall be responsible for the delivery of equipment in first class condition at the point of assembly, and in accordance with good commercial practices. The Contractor shall also be responsible for the removing of all debris associated with the purchase from the premises.

- Packing for shipment shall be provided to adequately protect the product and ensure safe shipment.
- Shipping cases shall be marked to indicate the name of the Contractor/Manufacturer's name and address of receiving Participating Entity, Purchase Order number, and Contract number (both the Master Agreement number and the Participating Entities number).

Participating Entities are authorized to order and the Contractor is authorized to ship only those items approved and awarded under the Master Agreement. If any items other than those awarded in the applicable Master Agreement and not eliminated in the PA negotiation process have been ordered and delivered, the Participating Entity shall take any steps necessary to have the items returned to the Contractor. Contractor shall issue full credit upon return of item(s). Violation may result in administrative actions including, but not be limited to termination of the Participating Addendum or the Master Agreement.

3.4 Training & Support Services

- 3.4.1 Upon delivery and installation of specified equipment, the Contractor shall provide training to personnel designated by the Participating Entity. Operational Training must be provided to the designated personnel until the personnel are able to operate the

equipment independently. The amount of training is determined by the complexity of the equipment purchased, rented or leased by the Participating Entity. Installed product and system training shall be included in the price. Contractor shall provide additional training at the Participating Entity's request throughout the life of the equipment. All training will be performed on the Participating Entity's sites, via remote or electronic delivery. Site required training will be at no additional charge if the equipment is either under warranty or an active maintenance plan. Upon the mutual agreement of both parties, additional training outside of initial installation will be at the participating entity's expense. Contractor will be responsible for the cost of all travel, lodging and food; no charges will be passed on to the Participating Entity.

The Contractor must agree to maintain a toll-free technical support telephone line. The telephone line shall be accessible to Participating Entity personnel who need to obtain competent technical assistance regarding the installation or operation of the Contractor's equipment. The toll-free support line shall be available during regular working hours, defined as 7:00 A.M. to 6:00 P.M. local time Monday through Friday.

3.5 Instruction Manuals

- 3.5.1 Instruction manuals shall be included at no cost for each piece of equipment that is purchased or rented. The instruction manual shall contain, but not be limited to:
- Glossary
 - A section defining the capabilities of the equipment (specifications)
 - A general section describing the technical operation of the equipment
 - A section describing the installation and use criteria of the equipment
 - A section on the primary points of contacts for sales, training and maintenance/service
 - All manuals and instruction shall be in the English language

3.6 Technology Advancements

New equipment and technologies may be considered for the possible implementation as long as they are in consonance with USPS rules and guidelines. New equipment and technologies may be offered to the Lead State, twice annually for review and approval. New products are added at the discretion of the Lead State.

3.7 Software purchases or subscriptions

Software acquired under this Master Agreement shall be specific to the needs of mail operations. Purchase order shall reference a manufacturer's most recent release or version of the product unless the Participating Entity specifically requests in writing a different version. As a minimum, software licenses shall provide license rights as prescribed in section 20 of the NASPO ValuePoint Master Agreement Terms and Conditions in Section 6 of this RFP. Software rights other than as proposed shall be negotiated and agreed to by the Participating Entity as defined in the Participating Addendum.

- 3.7.1 In addition to the services directly associated with the receipt of product under this Scope, the Contractor(s) will provide services related to the selection, purchase and management of distributed software, these services include, but are not limited to:
 - 3.7.1.1 Assemble, Production Equipment Only
 - 3.7.1.2 Software Installation/Integration
 - 3.7.1.3 Design, Production Equipment only
 - 3.7.1.4 Maintenance, Annual and Time and Material
 - 3.7.1.5 Legacy Maintenance
 - 3.7.1.6 Lease/Rental/Purchase Options

3.8. Equipment Performance

3.8.1 Equipment at each individual location shall maintain, at all times a 95% or better uptime. Downtime shall be computed from the time the Contractor representative is notified of equipment failure until the equipment is fully operational. Equipment that does not meet the performance standard of 95% for a two (2) consecutive month period or for three (3) months in a rolling twelve (12) month period shall be replaced by the Contractor with equal or better equipment. It is understood and accepted that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the USPS.

3.8.2 *Repair or Replacement of Unsatisfactory Equipment.*

The Contractor shall grant a credit for any equipment which fails to perform at the effectiveness level defined in section 3.8.1. The credit shall be equivalent to the percentage of down time experienced within that month.

The Contractor may elect to replace a defective component in Production Equipment. The Participating Entity shall notify the Contractor in writing if the repair does not resolve the issue. This written notification will act as a cure letter allowing fifteen (15) days to have resolution plan in place.

During the warranty period, unsatisfactory equipment performance will require an even exchange of equipment of equal or greater performance at no additional cost.

After the warranty period, the credit value shall be the amount paid at the time of purchase.

If equipment or software is not functional after 60 days of delivery, the Purchasing Entity may return for full refund or cancel any rental or lease agreement with no fees or charges of any kind.

3.9. Maintenance on Purchased Equipment

3.9.1 This Master Agreement recognizes two (2) categories of maintenance, Preventive maintenance and Repair Service which is covered by the Service Level Agreement. The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies, and staff to meet the requirements of the Master Agreement. Contractor or Contractor's Authorized Dealers/Partners shall maintain replacement parts to ensure minimum downtime. Pricing shall include all maintenance including, but not limited to, all parts, labor and time, and preventative maintenance services at the levels specified for each piece of equipment. The Contractor must offer a full service maintenance contract for all equipment placed. However, the Participating Entity shall have the option of not entering into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service shall be available on an immediate need service call basis. Preventive scheduled maintenance is based on the equipment requirements by the Manufacturer. These shall include, cleaning, lubrication, parts replacement and necessary adjustments. Maintenance on any equipment purchased under the Master Agreement must be available for five years.

- Contractor /Authorized Dealer shall provide and maintain a toll-free number, an email address and a fax number for Maintenance and Repair Service.

3.9.2 If a Contractor is called due to non-performance of a system, and the Contractor arrives and determines that the issue is with an excluded item and not their product, they will notify the Purchasing Entity. If the equipment is under a maintenance agreement or in the initial one-year warranty time frame, there will be no cost to the Purchasing Entity for the diagnostic call. If the equipment is not under warranty or a maintenance plan the Contractor may charge their hourly contracted rate.

3.10 Service Level Agreements

3.10.1 All Service Level Agreements shall meet the following requirements:

3.10.1.1 Two (2) hour response time (acknowledgement) to all written or oral notices of a service requirement due to

- an equipment stoppage or malfunction.
- 3.10.12 A factory trained service technician, shall be on site before close business or within 4 hours at the start of the next business day.
- 3.10.13 Any Purchasing Entities that require a 24hr/7 days per week maintenance agreement will be negotiated during the PA process.
- 3.10.14 All parts that require maintenance by a service technician are to be included and considered part of the service repair plan. Failed/defective parts shall be replaced at no additional charge to the Participating Entity.
- 3.10.15 Consumable supplies shall be billed separately.
- 3.10.16 If the equipment includes licensed software, the Contractor shall provide software support.
- 3.10.17 Contractor shall maintain a service log for each piece of equipment at each location. Service log shall be available for Participating entity to review.
- 3.10.18 The Contractor shall supply loaner equipment at equal or greater functionality, at no additional charge, for any inoperable equipment exceeding three (3) business days from time of diagnosis. The Contractor may offer, in lieu of loaner equipment, to provide production or alternative services during the period of repair. This shall be mutually agreed upon in writing beforehand.

3.11 Legacy Maintenance

- 3.11.1 The Contractor shall provide maintenance on legacy devices already sold to a Participating Entity. Pricing will be provided on an Individual Case Basis (ICB), through a quote process.
- 3.11.2 The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies and staff to meet the requirements of any Master Agreement. Legacy maintenance pricing shall include but not be limited to all parts, labor and time at the levels specified for each piece of equipment that has previously been purchased from the Manufacturer. The Participating Entity shall have the option of not entering into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service is to be available on both an immediate need service call basis, and as needed for preventive maintenance. Preventive maintenance shall be based on the needs of the individual equipment as determined by the manufacturer. This shall include cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts. Maintenance shall be available for equipment that is up to 10 years old from date of purchase.

3.12 Design and Software Consulting Services

Design layout services must be provided at no cost by the Contractor, with the exception of production environment equipment and software consulting services. The total number of hours/days required for services must be agreed to in writing before any design services or software consulting services are initiated. The Contractor shall only charge for actuals costs incurred.

3.13 Installation/Integration

- 3.13.1 All equipment prices shall include installation, with the exception of integrating software solutions and Production Equipment. Contractor may charge the contracted rate for integrating software and Production equipment installation. The total number of hours/days needed shall be agreed to, in writing, before any Installation or, Integration services may be initiated. The Contractor shall charge only for actual costs incurred.
- 3.13.2 If a Contractor needs to utilize special Rigging (e.g. a crane) where the Participating Entity does not have an elevator accessible for moving the equipment, they may charge the hourly Installation /Integration rate. However, all “rigging” charges shall be mutually agreed to, in writing, before work begins.
- 3.13.3 Contractor shall affix a label or a decal to the equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the Contractor responsible for warranty service of the equipment.
- 3.13.4 The Contractor and the participating entity shall, prior to purchase, review the installation location to ensure the proposed location meets the manufacturer's installation criteria. If special installation is required, the Contractor and Participating Entity shall agree in writing, to the total cost of the installation based on the hourly/daily rates provided within the Master Agreement. Should the proposed installation location not meet established installation criteria, the Contractor and the Participating Entity may attempt to locate an alternate mutually agreeable location for the equipment.

3.14 Software Maintenance.

Maintenance shall be available for all software licenses purchased. Software maintenance shall include all software updates, patches and new releases/versions and shall be available to all Participating Entities. It is the Contractor's responsibility to communicate all updates, patches, and new releases/versions to all end users. No additional fee shall be charged for installation of the upgrades. The Contractor shall be responsible for Postage Scale software licensing.

3.15 Equipment Leasing.

Participating Entities may enter into lease agreements for the products covered in the Master Agreement. Responders who wish to participate in lease agreements with these individual states/entities must submit copies of all of their lease agreements with their response to this RFP. The lease agreements will not be reviewed or evaluated as part of the RFP evaluation process. The agreements will simply be made available to any state or entity who wishes to negotiate a lease agreement with a Contractor. Any additional Terms and Conditions submitted that are specifically for Equipment Leasing will not become part of the Master Agreement, but the negotiated Lease T&C's will be made part of the PA.

3.16 Equipment Rental.

Individual Participating States and Participating Entities may enter into rental agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements. Responders who wish to participate in rental agreements with these individual Participating Entities must submit copies of all of their pertinent rental agreements with their responses to this RFP. No additional Terms and Conditions shall apply to any rental agreements. The rental agreements will not be reviewed or evaluated as part of the evaluation process. The agreements will simply be made available to any state or entity who wishes to negotiate a rental agreement with a Contractor. Any additional Terms and Conditions submitted that are specifically for Equipment Rental will not become part of the Master Agreement, but the negotiated Rental T&C's will be made part of the PA.

3.17 Customer Service and Representation

- 3.17.1 *Dedicated Representation and Timely Response.* Contractor shall provide a dedicated representative for each Participating Entity. The Contractor shall submit a list of all Subcontractors by State. The list shall include the name of the dealer, the contact name, title, phone number, physical address, and email address. The Participating Entity shall have sole discretion as to which of the Subcontractors they choose to utilize. The Representative will provide an individual for quote assistance, equipment, services and support recommendations, track and report on equipment lease/rental renewal deadlines, and serve as a contact point for the Participating Entity. Contractor and Authorized Dealers must commit to returning phone calls or responding to emails within two business days.
- 3.17.2 *Problem Escalation.* Contractor must provide an incident escalation path for each Participating Entity, providing on that Participating Entity's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary contact with both the Contractor and Authorized Dealer/Partner.
- 3.17.3 *Contract Reviews.* The Contractor shall attend an annual meeting with Lead State Contract Administrator and sourcing team to review

usage and discuss any issues that are occurring, if requested. The Contractor shall meet more often if the Lead State Contract Administrator deems necessary. The Contractor shall conduct a customer satisfaction survey and detailed issues encountered during the previous six-month term. The Contractor shall be prepared to discuss overall effectiveness of contract, total sales, potential cost savings opportunities when could be passed through to the Participating Entities. In a renewal year, the annual review will take place prior to contract extensions. The Lead State Contractor Administrator shall schedule the meeting with the Contactor.

3.18 Price

Pricing shall be a discount off of MSRP list price, with the following exceptions:

1. Maintenance shall be priced based on a Time and Material basis (hourly rate), Design (For Production Equipment only),
2. Installation (Production Equipment only), and Software Consulting Services shall be provided on an hourly/daily rate basis.

Contractor shall submit catalog within 15 days of notice of award. Catalog will include MSRP prices, SKU#, and final contract price. Contractor may propose new products within the category on an annual basis; approval will be at the discretion of the Lead State.

Individual Participating Addendum (PA) may use the Master Agreement pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the Master Agreement rates. As requested by Purchasing Entity, for example on a high volume single order, Contractor may negotiate to reduce cost for the Participating Entity. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal. All quotes for purchase, rental or lease shall contain enough detail to easily validate pricing contained within the Master Agreement.

- 3.18.1 *Telephone or Email Quote Support.* Contractor/Authorized Dealer shall accept requests for quotes by telephone, fax, and email. Contractor /Authorized Dealer shall provide and maintain a toll-free number for Purchasing Entity to use. Contractor shall provide an email address for receipt of requests for price quotes. The Contractor must provide written quotes by fax, email or online as requested by the Participating Entity.
- 3.18.2 *Timely Quotes.* Contractor/Authorized Dealer agrees to provide quotes in a timely fashion. Expected response should be within 24 hours but no more than three business days after receiving all of the pertinent information.
- 3.18.3 *Guaranteed 90 Day Quote.* Contractor is required to honor all quotes for 90 calendar days.

- 3.18.4 *Sales Promotion.* The Contractor may conduct sales promotions involving specific products for specified time periods. The promotion should include: the product, the promotional price as compared to the original price and the start and end dates of the sales promotion. The contractor shall maintain a record of all sales promotions and make it available upon request.
- 3.18.5 *Extra-contractual Products and Services Prohibited.* Products and services not awarded in this contract are prohibited from being offered.

3.19 Product Categories

Postage Meter Rental (to include Legacy Postage Meters)

- Digital postage meter must have display that provides date, piece-count, postage used, and postage unused.
- Must be refillable by phone and/or electronically that may be placed on a master account or paid by a purchase card.
- Must imprint postage from \$0.01 to \$99.99.
- No administrative fees for postage meter refills.
- Rental renewal available annually.
- No automatic renewals shall be allowed on this contract.
- No penalties for early rental termination.

Mailing Systems, Ultra Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform with all USPS® requirements.

-
- Manual Feed.
 - Must meter, date envelopes.
 - Handles mail envelopes from 3½" x 5" to 12" x 15".
 - Interfaces with postage scales.
 - Must include locking key or security feature.
 - Must imprint postage from \$0.01 to \$99.99.
 - Must have replaceable ink cartridge.
 - Must have wet or dry tape system for oversize packages.

Mailing Equipment, Mailing Systems, Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform with all USPS® requirements.
- Minimum feed speed of 30 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles standard mail envelopes from 3½" x 5" to 12" x 15".
- Interfaces with postage scales.
- Must include locking key or security feature.

- Must imprint postage from \$0.01 to \$99.99.
- Must have replaceable ink cartridge.
- Must have wet or dry tape system for oversize packages.

Mailing Equipment, Mailing Systems, Medium Volume

- Digital or IBI (Information Based Indicia) Operation to conform with USPS® requirements.
- Minimum feed speed of 45 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes up to 3/8" thick and 7-1/2" wide.
- Interfaces with postage scales up to 100 lbs.
- Includes tape dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Mailing Systems, High Volume

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

Mailing System, Production

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

Integrated Postal Scales

- Capable of Interfacing with Postage Meter.
- Includes variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, Bulk Rates, etc.
- Includes keyboard graphics, operator prompts and menu selections.
- Special Carrier Rates.
- Capable of weighing to a 32nd of an oz., displaying in increments of 0.5 oz.
- Must electronically set postage meter by the touch of one button.
- Must include postal rate changes at no additional cost throughout the lease or maintenance contract.

Letter Openers. Low Volume

- Includes Feeder and Stacker, Variable Trim Control.
- Processing speed up to 10,000 pieces per hour Minimum.
- Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects 80 #10 opened envelopes and trimmings

Letter Openers. High Volume

- Includes Feeder and Stacker, Variable Trim Control.
- Processing speed over 20,000 pieces per hour Minimum.
- Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects 150 opened envelopes and trimmings.

Letter Folders. Low Volume

- Automatic.
- Folds up to 10,000 sheets per hour minimum.
- Completes Standard or Custom folds. •
- Handles at a minimum paper from 3-1/8" x 4" x 9-1/2" x 14".

Letter Folders. High Volume

- Automatic.
- Folds more than 20,000 sheets per hour minimum.
- Completes Standard or Custom folds.
- Handles at a minimum paper from 3-1/8" x 4" x 12" x 18".
- Able to process Multiple Folds.

Inserters. Production

- Processes up to 5,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folder/Inserters, Low volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up to 1,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters, Medium Volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up from 1501 – 4,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters, High Volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up to 5,000 – 9,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters, Production

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes over 10,000 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Envelope Mail Labeler, Low Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler, Medium Volume

- Label Speed: up to 10,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.

- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler. High Volume

- Label Speed: up to 15,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler. Production

- Label Speed: up to 25,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Addressing System. Ink Jet. Low Volume

- Label Speed: up to 2,500 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System. Ink Jet. Medium Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System. Ink Jet. High Volume

- Label Speed: up to 24,999 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.

- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Print USPS Bar Codes.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System. Ink Jet. Production

- Label Speed: over 25,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Scalable fonts.
- Print USPS Bar Codes.
- Interface with Windows based software.
- Includes digital counter.

Tabbers. Low Volume

- Complies with all USPS® regulations.
- Single-tab speeds up to 15,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Automatic size adjusting (accepts various tab sizes).
- Accepts various types and sizes of media.

Tabbers. Medium Volume

- Complies with all USPS® regulations.
- Single-tab speeds from 15,001 - 22,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Automatic size adjusting (accepts various tab sizes).
- Accepts various types and sizes of media.

Tabbers. High Volume

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

Tabbers. Production

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

Check Imprinting/Endorsing

- Minimum monthly volume of 25,000.
- Utilize both cut sheet and continuous style documents.
- Able to provide a variety of options with regards to signatures, date stamps, seals and logos on various locations on the document.
- Counters that can be reset and non-reset for audit purposes.
- Offers both tri-color and ultraviolet ink roll options.

Pressure Sealing. Production

- Creates a single piece mailer from a full range of stock or custom forms.
- Creates a single piece mailer with a continuous seal formed to assure security and confidentiality.
- Must be able to detect when “double documents” are processed.
- Must be able to detect document jams during production.
- Shall have emergency shut off/safety devise.

Bursting Equipment. Production

- Able to burst cut sheet.
- Able to burst at the perforation.
- Stack sequentially and continuous multipart documents.
- Burst at the horizontal perforations.
- Burst various locations of perforations.

Pre-sorting Equipment. Production

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

Extractors

- Processes up to 3000 pieces per hour.
- One, Two, or, Three Sided Opening.
- Includes counting and monitoring system that counts pieces processed.
- Capable of processing various sizes of intermixed mail up to and including #11 envelopes, heights to 5-1/4”.

Mailing Furniture (specific to a category)

- Mailroom furniture shall be appropriate for the mailroom category being it is being offered in.
- Mailroom work tables, pedestals, bins etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the daily use and weight of mailroom product and equipment.
- Only furniture specifically related to the category/group of equipment may be purchased under this category.

Mailing Furniture (general)

- Mailroom furniture shall not be specific to a piece of equipment or a category/group.
- Mailroom free standing mail sorter tables, case works, mail carts etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the dialing use and weight of mailroom activity.

Accessories

- Mailroom accessories must be appropriate for a mailroom operation.
- All accessories related to equipment configurations must be identified in the equipment catalogs with the associated percentage % discount(s) off the manufacturer's suggested retail price.

Software, License and Subscription

- Commercial off-the-shelf (COTS) and customized mailroom related software utilized by mailing equipment (e.g. tracking software or accounting software) and purchased/leased on either a monthly or annual basis.
- All software must be specifically utilized only for mailing equipment operations.
- Includes licensing, software maintenance, technical support and updates.
- All installations will be performed by the Contracted Supplier.
- Updates shall be performed by Contracted Supplier or user.

Software Integration

- Consulting services provided by Contractor that includes but not limited to the process of bringing together applications into one system to ensure the applications function together as a whole for mailing room operations functionality.

Training

- *Additional* training services as specified in Section 3.4.1.

Supplies /Consumables

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

Design, Production Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing from both parties before any work will begin.
- All other Design work is included in the cost of the mailing equipment.

Assembly/Installation, Production Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing from both parties before any work will begin.
- All other Installation work is included in the cost of the mailing equipment.

Equipment Leasing

- See section 3.15.

Equipment Rental

- See section 3.16.

Equipment Relocations Services

- Equipment Relocation Services include: dismantling, packing, transporting and re-installing equipment at the Client Agency’s request. No additional charges shall be incurred for fuel or tolls. Awarded contractors may charge for device moves. Such charges must be in the format listed below according to the distance from the original placement:

Move Zone	Distance from the Original Device Placement	Allowable Charge Format
Zone 1	100 Yards or less; or within the same Building	No Charge Allowed
Zone 2	Between Zone 1 and 50 miles	Flat Fee
Zone 3	Outside of Zone 2	Per mile fee

Section 4: NASPO ValuePoint Master Agreement Statement of Compliance

4.1. NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Section 6 and Lead State specific terms and conditions required to execute a master agreement, the statement of work, Section 3 and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in section 6. Offerors must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (section 6).

4.1.a Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

4.1.b NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Paragraph 6 of Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed in paragraph 7 of NASPO ValuePoint Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

4.2 Lead State Terms and Conditions.

Refer to Section 7 for the Lead State Special Terms and Conditions that apply to this solicitation and the resulting Master Agreements

Section 5: Price and Cost Proposal

Cost proposal must be submitted to the Lead State as a separate document in Offerors Proposal. **Do not embed cost proposal in the technical proposal response.**

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per Attachment 4.

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by (Pricing and Pricing Scenario Workbooks attached in APP within the Attachments Tab), Cost Sheets. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any Subcontractor's employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, Taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Amendments.



Section 6: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for one (1) year. The term of this Master Agreement may be amended beyond the initial term for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented

or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the

potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated

portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (e.g., names, addresses, **social security numbers or any other numerical identifier**) may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request

of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 90 days prior to the effective date.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for

leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
- 7.6.2** A shipping address and other delivery requirements, if any;
- 7.6.3** A billing address;

- 7.6.4 Purchasing Entity contact information;
 - 7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6 A not-to-exceed total for the products or services being ordered; and
 - 7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that:
- (a) the Product performs according to all specific claims that the Contractor made in its response

to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 - 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn

over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation.

Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master

Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Section 7: Lead State (State of Arizona) Terms and Conditions

7.1 State of Arizona Special terms and Conditions

A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. §§ 41-2501 *et seq.*, the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein on service to the State.

B. Licenses

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

C. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

D. Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the State and shall subject to the concurrence of the State, replace such personnel of substantially equal ability and qualifications.

E. Price or Rate Adjustment

Any price or rate adjustment shall be within the confines of the awarded contract, or as negotiated in service to this Contract. Any price or rate adjustment requested must not exceed the Producers Price Index (PPI) by Industry: Other Commercial and Service Industry Machinery Manufacturing: Mailing, Letter Handling, and Addressing Machines, Except Parts and Attachments, Series ID: PCU3333183333183A at time of requested adjustment. Any negotiated price adjustments for this Contract shall be documented via a bilateral Contract Amendment.

F. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

G. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

H. Warranty

All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

I. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

1. Method of Assessment:

At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative>. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions;
- Total sales receipts from members of the State Purchasing Cooperative; and
- Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

2. Submission of Reports and Fees:

Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

4.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September Due October 31
 FY Q2, October through December Due January 31
 FY Q3, January through March Due by April 30
 FY Q4, April through June Due by July 31

2.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov

3. Administrative Fee

The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

4. Contractor's failure to remit administrative fees

Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

J. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract.

K. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

L. Indemnification and Insurance

1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or

loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

1.2 Insurance Requirements

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

1.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1.3.1 Commercial General Liability (CGL) – Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- c. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000

- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- e. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.3.4 Technology Errors & Omissions Insurance

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

- f. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- g. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.
- h. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

1.3.5 Media Liability Coverage

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

- i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.
- j. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be

exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract

1.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.2 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

1.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

P. Data Privacy/Security Incident Management

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.

1. Threat of Security Breach

Contractor(s) agrees to notify the State Chief Information Officer (CIO), the State Chief Information Security Officer (CISO) and other key personnel as identified by the State of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). The State agrees to provide contact information for the State CIO, CISO and key personnel to the Contractor(s).

2. Discovery of Security Breach

Contractor agrees to immediately notify the State CIO, the CISO and key personnel as identified by the State of a discovered breach of security. The State agrees to provide contact information for the State CIO, the CISO and key personnel.

Q. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (A.R.S.) §28-447, §28-449, §38-421, §13-2408, §13-2316, §41-770.

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

R. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the

Contractor may be subject to penalties up to and including termination of the Contract.

3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One(1).

7.2 State of Arizona Uniform Terms and Conditions

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *“Contractor”* means any person who has a Contract with the State.
- 1.5. *“Days”* means calendar days unless otherwise specified.
- 1.6. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *“Materials”* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

- 1.9. *“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized

Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating

to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State 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.

4.3.4. IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's

proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
 - 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2. Fit for the intended purposes for which the materials are used;
 - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its

rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State.

In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

- 9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

- 9.6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

Attachment B.1

PITNEY BOWES TERMS

Thank you for choosing Pitney Bowes products and services. These Terms and the executed order (the “**Order**”) make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**We**”, “**our**” or “**us**” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “**You**” or “**your**” refers to the entity identified on the Order. “**Meter**” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro 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 26; and the Soft-Guard Program outlined in Section 28. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software.

The provisions included in these Terms consist of: (i) General Terms; (ii) a Service Level Agreement; (iii) Equipment Rental and Meter Services Terms; (iv) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (v) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vi) provisions relating to specific products.

GENERAL TERMS

1. Warranties

We warrant that all PBI-branded equipment (“**PBI Equipment**”) will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see in the DI2000™ Terms and Conditions (updated: February 14, 2024) attached to the Participating Addendum and incorporated herein.

- (a) A defect doesn’t include the failure of rates within a rate update to conform to published rates.
- (b) We warrant that any service (“**Service**”) we perform under the Service Level Agreement set out in Sections 18 through 23 (the “**SLA**”) will be performed in a professional and workmanlike manner.
- (c) **YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.**
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. “**Excluded Circumstance**” is a circumstance outside of PBI’s control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that 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 equipment (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.

- (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").
- (g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

2. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

3. Default and Remedies

- (a) If you don't make any payment within three days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you written notice to cure or you become insolvent or file for bankruptcy, you will be in default and we may:
 - (i) cancel this Agreement and any other agreements Pitney Bowes has with you;
 - (ii) require you to pay to us immediately all amounts payable here under or under other agreements, whether then due or payable in the future;
 - (iii) disable the Meter;
 - (iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
 - (v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;
 - (vi) charge you a late charge for each month that your payment is late;
 - (vii) charge you a check return fee for payments made by you with insufficient funds; and
 - (viii) pursue any other remedy, including repossessing the Equipment and Meter with reasonable notice to you. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.
- (b) You agree to pay all our costs, including attorneys' fees, incurred in enforcing our rights.
- (c) We may suspend any services during any period that your account is more than thirty days past due.

4. Taxes

Please see Participating Addendum Section Q. .

5. Embedded Software; Applications

(a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.

(b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. These applications may have their own terms and conditions applicable to your use of the applications located within them.

6. Internet Access Point and Analog Connectivity

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

7. Uniform Commercial Code

We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities..

8. Reserved

9. Miscellaneous

- (a) We will use your information in accordance with our [Privacy Statement](#).
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (e) Payments aren't subject to setoff or reduction.
- (f) **ANY LEGAL ACTION MUST BE FILED WITHIN THE APPLICABLE STATUTE OF LIMITATIONS PERIOD UNDER NORTH CAROLINA LAW.**

- (g) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (h) Reserved..
- (i) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (j) Reserved.
- (k) Reserved.
- (l) You agree to comply with all applicable export control laws and regulations.

10. **RESERVED.**

11. **RESERVED**

12. **RESERVED**

13. **RESERVED**

14. **RESERVED**

15. **RESERVED**

16. **RESERVED**

17. **RESERVED**

SERVICE LEVEL AGREEMENT

18. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we rent or sell on the Order, excluding any DI2000 inserting system (the covered equipment is called "**Covered Equipment**").

19. Service Level Options

- (a) (i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 20) (the "**Service Term**"). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working

Hours, which will be done only with your consent. **“Normal Working Hours”** means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI- observed U.S. holidays, in the time zone where the Equipment or other items are located.

(ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

20. Service Term

PBI will provide you with Service for twelve months (the **“Initial Service Term”**). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A “RENEWAL SERVICE TERM”) UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE EQUIPMENT RENTAL EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew Service, you must deliver a written notice (the **“Termination Notice”**) at least 60 days (or 30 days if you are in Wisconsin) prior to the renewal of the term to us at 2225 American Drive, Neenah, WI 54956 or you may notify us by creating a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”). Your Termination Notice must include your customer account number and equipment rental number (if applicable). PBI reserves the right not to renew your SLA for any reason.

21. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the **“Overage”**). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

22. Service Changes

PBI may modify its Service by giving written notice to you (a **“Service Change Notice”**), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate Service by giving us a termination notice at the address indicated in Section 20 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”).

23. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit

will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

24. Equipment Rental and Meter Services

- (a) We will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "**Initial Term**"), we may increase the rental and/or Meter Services fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.
- (b) Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted.

25. Postage

- (a) You may transfer funds to The Pitney Bowes Bank, Inc. (the "**Bank**") for deposit into your Reserve Account that you maintain with the Bank (your "**Reserve Account**") or you may transfer funds to the United States Postal Service (the "**USPS**") through a lockbox bank (a "**Lockbox Bank**"). See the "USPS Acknowledgment of Deposit" below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.
- (b) To the extent the USPS promulgates a surcharge, additional fee, or time-limited price change applicable to a product, service or subscription under this Agreement, then such surcharge, fee, or time-limited price change may be applied to the then applicable prices.

26. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

27. Terms of Use of Meter; 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. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't 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 enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, 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. You are responsible for immediately reporting

(within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

(b) You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.

(c) USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

28. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't 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. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

29. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

30. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. 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 days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

31. Acknowledgement of Deposit

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are renting a Meter. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

(a) 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.

- (b) 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.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) 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.

32. Reserved

PRODUCT SPECIFIC TERMS

33. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are attached to the Participating Addendum and incorporated herein..

34. DI2000 Inserting System Terms

35. Certain provisions which apply when you purchase, rent a DI2000 inserting system and when you purchase a service plan for it are set forth in the DI2000™ Terms and Conditions (updated: February 14, 2024) attached to the Participating Addendum and incorporated herein. Reserved.

36. Pitney Bowes Intelligent Locker Solutions

If you are acquiring lockers, your Order may include on-demand subscription services and a statement of work. We are not responsible for the contents of the lockers. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are solely responsible for selecting the location for the installation of the lockers, and for the safety and security of the individuals using the lockers. Our ValueMAX program, described in Section 16 above, does not apply to Pitney Bowes Intelligent Locker Solutions. You must keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of Insurance.

37. AddressRight® Printers

Certain provisions which apply when you purchase or rent an AddressRight Printer are set forth in Attachment B.5 . Those provisions govern to the extent that they are inconsistent with the Pitney Bowes Terms in this Attachment B.1.

38. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

Attachment B.2 to State of North Carolina NASPO Participating Addendum

ON-PREMISE SOFTWARE LICENSE AGREEMENT

(Last modified April 9, 2024)

Thank you for choosing our on-premise software product(s) (the “Licensed Products”) listed in your order form (“Order”).

We’ll start with the basics, including a few definitions that should help you understand this agreement. This is an agreement between the entity identified on the Order (“you” or “your”) and Pitney Bowes Inc. (“we”, “us” or “our”). During the Term (defined in Section 1(a)), we will provide the Licensed Products listed in the Order, and which may be further defined in a Statement of Work referencing these terms (“SOW”). The Order, these terms and the SOW(s) are referred to collectively as this “Agreement”. In the event of a conflict between the Order, these terms and the SOW(s), these terms will control, followed by the Order then the SOW. This Agreement affects your rights and contains warranty disclaimer and binding arbitration provisions.

1. License

a) The Licensed Products and all related materials are proprietary to us and our licensors and suppliers. As long as you comply with the terms of this Agreement, we will grant a limited, non-exclusive, non-transferable, license to access and use the Licensed Products during the Term. The "Term" is: (i) perpetual in the case of a Purchase Agreement Order; or (ii) the term of the lease subject to a Lease Agreement Order. We are not selling the Licensed Products to you and, other than the license we are granting, we reserve all rights to the Licensed Products not expressly granted in this Agreement.

b) You are authorized to install and use the Licensed Products on a Computer, or hardware provided by us, in each case with User access as defined in the Documentation (defined in Section 2(c)) or applicable SOW. “Computer” means the server or server configuration or load balanced application servers, terminal or computer identified in an Order or SOW on which the Licensed Products are authorized to be installed and used. “User” means an individual authorized by you to use the Licensed Products under an Order or SOW regardless of whether the individual is actively using the Licensed Products at any given time.

2. Use of Licensed Products

a) You agree that you will use the Licensed Products and any data generated from the Licensed Products only for business purposes and not for personal, family or household purposes. The Licensed Products include any enhancements, updates, upgrades, modifications, new releases and corrective programming to the Licensed Products or Documentation that are provided as part of software maintenance (“Enhancements”). The Licensed Products will be installed and used only at the location described in an Order or any other location as to which we have consented to the transfer of the Licensed Products in accordance with Section 2(b) (“Installation Site”) and only on the hardware provided by us or the Computer described in an Order or SOW. Remote access to the Licensed Products directly or indirectly through a server, the Internet, independent software application or otherwise to your computer from locations other than your Installation Site, and use of the Licensed Products to perform services for any third parties, including your affiliates, are prohibited. Additional terms of authorized use will be described in your Order or SOW and may include, among other things, limitations on: (i) the number of Users; and (ii) the number of transactions processed or individual data records accessed using the Licensed Products. Licensed Products licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the number of licenses purchased, or may be installed on multiple devices so long as the number of Users do not exceed the number of User licenses purchased.

b) If the Licensed Product is for a designated Computer, you do not need our consent to transfer the Licensed Product from one computer system to another at the Installation Site. However, you need our consent if you wish to transfer the Licensed Product to another location. After obtaining our consent to a transfer to another location, you will certify to us in writing that all copies of the Licensed Product at the prior location were either transferred to the new location or destroyed.

c) You may make a reasonable number of copies of the Licensed Products and Documentation solely for back-up or disaster recovery purposes. “Documentation” means the current technical and user documentation for the Licensed Products. The Documentation may be modified from time-to-time to incorporate Enhancements. You must reproduce all copyright, trademark, trade secret and other proprietary notices in your copies. The back-up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer where the Licensed Products are installed becomes inoperative, those

copies cannot be used for recovery production or testing concurrently with the production or testing copies of the Licensed Products. If the Computer becomes inoperative, the Licensed Products can only be used on a back-up computer utilizing the same operating system.

d) Upon prior written notice to us, you may permit a third party contractor to access and use the Licensed Products solely for your benefit, so long as: (i) the contractor agrees to comply fully with all terms and conditions of this Agreement; (ii) you remain responsible for the contractor's compliance with this Agreement and any breach; (iii) any User limitation includes User licenses allocated to contractors; and (iv) the contractor is not a competitor of ours. All rights granted to any contractor under this Agreement terminate immediately upon termination or expiry of this Agreement. Upon termination of such rights, the contractor must immediately cease all use, un-install and destroy all copies of the Licensed Products and Documentation, and must certify in writing its compliance with this Section upon our request.

3. General Use Restrictions

a) For the Licensed Products, you will not: (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Licensed Products, Documentation or confidential or proprietary information to or for any other parties; (iii) use the Licensed Products to modify or reproduce third party material unless you have the legal right to do so; (iv) attempt to unlock or bypass any initialization system, encryption methods or copy protection device in the Licensed Products; (v) alter, remove or obscure any patent, copyright or trademark notice in the Licensed Products or Documentation; (vi) reverse engineer, decompile or disassemble or remove functions of the Licensed Products or any portion of them; (vii) make copies of the Licensed Products or Documentation, except as authorized in Section 2(c); (viii) modify, alter or change the Licensed Products; (ix) use components of a Licensed Product independent of the Licensed Products they comprise; or (x) extract any data from the Licensed Product and use such data for any purpose other than for your use of the Licensed Product.

b) You will not use the Licensed Products in the operation of a time-sharing or service bureau arrangement or as an application service provider. You will not allow access to the Licensed Products through any other means than those indicated in the Order or in any SOW.

4. Fees; Payment Terms

- a) You will pay the fees for the Licensed Products, maintenance, training and any other fees described in an Order (which may include financing provisions). All fees and any applicable taxes are due and payable within 30 days from the date of our invoice. You will pay a late charge of 1.5% per month or the highest amount permitted by law, whichever is less, on any fees not paid by the due date. Unless otherwise identified in an Order, all fees are stated in and will be paid in United States currency.
- b) The fees do not include any amount for taxes. You will pay all sales, use, property, excise and other taxes imposed with respect to the products and/or services. If any sales, use, excise or other taxes (except for taxes based on our net income) are required to be collected, we will itemize them on invoices issued in connection with an Order.
- c) If the number of locations or the number of Users or Computer systems exceeds what is permitted by and/or paid for under an Order, we may charge you for the appropriate license and software maintenance fees based on the excess and at the applicable rates then in effect.

5. Indemnity and Procedures

- a) Subject to Section 5(c), we will indemnify and hold you harmless from all losses, damages, and reasonable costs and expenses arising out of a claim by a third party that the Licensed Products infringe or misappropriate any copyright, trade secret, trademark or patent. We will have no obligation to indemnify, defend and hold you harmless for any claim or suit that is based on Third Party Content (defined in Section 10) except to the extent that our licensor's or suppliers of such Third Party Content have indemnified us.
- b) If the Licensed Products are subject to a claim of infringement or misappropriation, or if we reasonably believe that the Licensed Products may be subject to a claim, we will at our option either: (i) replace the Licensed Products with functionally equivalent software; (ii) modify the Licensed Products while retaining substantively equivalent functionality; (iii) procure at no cost to you the right to continue to use the Licensed Products; or (iv) if (i), (ii) or (iii) are not commercially reasonable, we will notify you to terminate use of the Licensed Products. If we direct you to terminate use (or a permanent injunction is issued against such use), you will immediately do so and your remedies, in addition to this indemnity, will be limited to a pro rata refund of the current maintenance

fees unused at the time of termination plus license fees previously paid for the Licensed Products that are subject to the infringement or misappropriation claim based on: (1) a term of 60 months following execution of the applicable Order for a perpetual license; or (2) any pre-paid but unused fees for the balance of a term license. If your Order is a lease and we direct you to terminate use of the Licensed Products, after the effective date of termination we will release you from your payment obligations with respect to the license and software maintenance fees for the Licensed Products included in your payments under the lease due after the effective date of termination.

c) We will have no obligation to indemnify you if the infringement or misappropriation results from your: (i) modification of the Licensed Products; (ii) combination, operation or use of the Licensed Products with software products which are not ours; (iii) use of the Licensed Products in breach of this Agreement; or (iv) use of other than the most current release of the Licensed Products if a claim of infringement or misappropriation could have been avoided by your use of the current release of the Licensed Products, provided we delivered the superseding version to you and notified you of the need to use it.

d) You will indemnify, defend and hold us harmless from all claims and suits (including reasonable attorneys fees) against us by a third party based on: (i) any event described in Section 7(c) Warranty/Disclaimers that would cause the warranty in this Agreement to be inapplicable; or (ii) use of a release of the Licensed Products that is not the most current release made available to you to the extent that a claim or suit could have been avoided or mitigated by your use of the most current release.

e) You or we (the "Indemnified Party") will give the other (the "Indemnifying Party") prompt written notice of any matter with respect to which the Indemnified Party intends to seek indemnification under this Agreement (a "Claim"), provided, that the failure or delay in providing notice will not relieve the Indemnifying Party from any obligation to indemnify the Indemnified Party except to the extent that the failure or delay prejudices the defense of any Claim. The Indemnifying Party may, at its election, conduct and control the defense of the Claim with counsel selected by it, subject to the Indemnified Party's consent, not to be unreasonably withheld or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in investigating and/or contesting any Claim. No compromise or settlement of the Claim may be effected

by the Indemnifying Party without the Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed.

6. Software Maintenance; Training

a) We will provide software maintenance in accordance with the Shipping & Mailing Maintenance Services Terms attached as Exhibit B to these on-premises terms.

b) We will provide product training as specified in an Order or SOW.

7. Warranty; Disclaimers

a) We represent and warrant that during the Warranty Period the Licensed Products will conform to all substantial operational functions of the Licensed Products described in the Documentation or in the applicable SOW. Except as set out in any Product Terms, the "Warranty Period" is 90 days from the date the Licensed Product is delivered to you. If the Licensed Products do not conform during the Warranty Period, we will, at our option: (i) repair or replace the Licensed Product; or (ii) refund the license and software maintenance fee for the non-conforming Licensed Product. If the Licensed Product is subject to a lease, we will refund payments made for the license and software maintenance fee and secure a release from future payments of the license and software maintenance fee under the lease. In the case of clause (ii), this Agreement will be terminated as it applies to the relevant Licensed Product.

b) If we supply carrier rate information ("Rate Information") to you in connection with this Agreement, the media upon which the Rate Information is supplied are warranted to be free from defects for a period of 90 days after installation. Your sole remedy for breach of this warranty will be replacement of the Rate Information media. We do not warrant that the Rate Information itself is accurate. We will have no liability for any damages you may incur as a result of your use of the Rate Information.

(c) There is no warranty if the Licensed Products failed to perform because of your use of the Licensed Products in a manner not authorized by this Agreement or for a purpose other than the ordinary purpose for which it is designed. The warranty does not apply if the Licensed Products have been altered, modified, converted or repaired by anyone other than us.

(d) **EXCEPT AS EXPRESSED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSED PRODUCTS, DOCUMENTATION, SOFTWARE**

MAINTENANCE AND OTHER SERVICES ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULTS, RELIABILITY, PERFORMANCE AND NON-INFRINGEMENT OR ANY INFORMATION GENERATED BY YOUR USE OF THE LICENSED PRODUCTS OR DOCUMENTATION. WE MAKE NO WARRANTY THAT THE LICENSED PRODUCTS WILL MEET YOUR OR ANY THIRD PARTY'S REQUIREMENTS, WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR FREE FROM OTHER DEFECT OR FAILURE, OR WILL BE COMPATIBLE WITH OR OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE OR HARDWARE SELECTED OR USED BY YOU OR ANY THIRD PARTY, OR THAT ANY DEFECT IS CORRECTABLE.

8. Limitation of Liability

A) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE LICENSED PRODUCTS AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE LICENSED PRODUCTS IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US FOR THE LICENSED PRODUCTS FOR THE PREVIOUS BILLING PERIOD.

B) WE WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

9. Term; Termination

a) The Term of this Agreement begins on the date you sign an Order and will remain in effect for the Term of the Licensed Products.

b) A party may terminate this Agreement if the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after receipt of written notice of the breach, or if either party becomes insolvent or files for bankruptcy.

c) We may terminate this Agreement under Section 5(b).

- d) We can terminate immediately by giving notice to you, without opportunity to cure, if you breach Sections 3 General Use Restrictions, 14(e) export terms, or the Carrier Agreements.
- e) Upon termination or expiry of this Agreement, you will stop using the Licensed Products and you will irretrievably delete and/or remove them from your Computer systems and, if not deleted and/or removed, return the Licensed Products and Documentation together with all copies to us; and you will certify compliance with this Section in writing.
- f) You acknowledge that any breach of your obligations under this Agreement with respect to our or a third party's proprietary rights or confidential information will cause us and/or the third party irreparable injury for which there exists no adequate remedies at law, and therefore we will be entitled to injunctive relief, without posting any bond, in addition to all other remedies provided in this Agreement or available at law.
- g) Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including Sections 1(a) proprietary rights, 3, 5, 7, 8, 9(f) and (g), and 14, shall remain in full force and effect.

10. Third Party Content; Regulated Functionality

- a) Various third party software and other documentation ("Third Party Content") may have been incorporated into the Licensed Products by us under permission from our licensors and suppliers. The United States Postal Service ("USPS") or other governmental bodies may regulate certain functionality of the Licensed Products. Special terms and conditions applicable to the Third Party Content are included in separate carrier agreements available to you as click through agreements ("Carrier Agreements"), and you agree to comply with such terms and conditions. Any terms and conditions in the Carrier Agreements that are inconsistent with, or in addition to this Agreement will control with respect to the Third Party Content or its functionality. If, from time to time, the Carrier Agreements are amended, we will provide you the revised portions to reflect, (a) changes in our arrangements with our licensors or suppliers for Third-Party Content, or (b) regulatory requirements. If the Licensed Products perform an address validation function, license terms applicable to use of the USPS data related to such function are found at <http://www.pb.com/license-terms-of-use/usps-terms.html> and are incorporated in this Agreement by reference.

b) If our license to any Third Party Content terminates, you agree: (i) that this Agreement and all other agreements with us or any of our affiliates and you (e.g., equipment) will remain in full force and effect in accordance with their terms; (ii) upon our written request, to discontinue use of, and/or return the terminated Third Party Content; and (iii) in the event of such request for discontinuance, we will have no further obligation to you with respect to the Third Party Content.

c) You will be solely responsible for: (i) entering into your own arrangements with third parties, including carriers, for software functionality not provided by us as part of the Licensed Products; and (ii) payment of all fees for third-party software not expressly included in the License fee paid under the Order, including fees associated with your operating environment.

11. Force Majeure

Except for a party's payment obligations, neither party will be liable for any delays or failure in performance from any cause beyond their control.

12. Assignment

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

13. Use of Information; Data; Publicity

a) We may collect and use information you provide to us or we obtain or which is derived from your use of the Licensed Products (including shipping information) or software maintenance and other services for the Licensed Products; provided that such information will be used for our internal purposes related to systems analysis and research, customer segmentation and/or the manner or method in which we conduct business with our customers.

b) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the services through the Licensed Products and as provided in our Privacy Statement attached as Exhibit B-4 to Attachment B.3 On-Demand Subscription Services Agreement.

c) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, information, feedback, suggestions, and written materials provided to us related to your use of the Licensed Products.

d) You will ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Licensed Products.

e) You agree that we can use your name in our client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.

14. General

a) If you or we do not immediately take action on a violation of this Agreement, we are not giving up any rights under this Agreement, and we may still take action at a later point.

b) Notices under this Agreement will be effective: (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com or by overnight courier or delivered in person to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice when delivered to us by physical mail to Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at www.pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”).

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

d) If physical delivery of the Licensed Products is required, delivery will be FOB point of origin. We may, to the extent available, deliver the Licensed Products, Enhancements or key codes electronically via the Internet or permit you to download the Licensed Products, Enhancements or key codes from our website.

e) You agree: (i) to comply with all U.S. export control laws and regulations; (ii) not to export, re-export, or provide the Licensed Products to any destination

or to any person if prohibited by any U.S. law or regulation; and (iii) to immediately notify us in writing if you or one of your affiliates is or becomes listed in any Denied Parties List or if you or any of your affiliates export privileges are denied, suspended or revoked by any U.S. Government entity.

f) Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party and neither party will hold itself out as such.

15. Reserved

16. Verification

With 10 days' written notice to you, we or our designated third party may verify your compliance with this Agreement at all locations and for all environments in which you use the Licensed Products. The verification will take place no more than one time per twelve-month period during normal business hours in a manner that minimizes disruption to your work environment. We may use an independent third party under obligations of confidentiality to provide assistance. We will notify you in writing if any such verification indicates that you have used the Licensed Products in excess of the use authorized by this Agreement. You agree to enter into an additional Order and pay all associated fees directly to us for the charges that we specify, including: (i) any excess use; (ii) maintenance and/or subscription fees for the excess use for the duration of such excess; and (iii) any additional charges determined as a result of the verification.

17. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Licensed Products by the Government constitutes acknowledgment of our proprietary rights in the Licensed Products and such Licensed Products will be: (i) deemed "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such Licensed Products and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable, or their successors; and (ii) subject to "RESTRICTED RIGHTS", as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

18. Entire Agreement

This Agreement is the entire agreement between us and supersedes all prior written or verbal agreements, proposals, understandings and discussions. We will not be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. This Agreement cannot be modified unless agreed to by both you and us in writing.

Exhibit A

Product Terms

If you have ordered the following products, your use of that product will be subject to the Product Terms below. Capitalized terms not defined below will have the same meanings set out in this Agreement.

SendSuite® Live and SendPro® Enterprise (On-Premise)

Warranty

Due to its installation procedures, the Warranty Period for the SendSuite Live and SendPro Enterprise (On-Premise) shipping software for multiple sites ("Multi-Site Software") is 90 days from the date of Acceptance of the Multi-Site Software at the initial site. "Acceptance" will be deemed to have occurred on the earlier of: (i) when you have indicated acceptance of the Licensed Products; (ii) after 30 days from delivery of the Licensed Products (the "Acceptance Period") unless you provided a notice of

rejection during such period; or (iii) when the Licensed Products have been installed and conform to all substantial operational functions described in the user manual. You will not unreasonably withhold or delay Acceptance.

Exhibit B to On-Premise Software License Agreement

Shipping & Mailing Maintenance Services Terms

MAILING AND SHIPPING SOFTWARE AND DATA PRODUCTS

SOFTWARE MAINTENANCE, SUPPORT, AND DATA SUBSCRIPTION SERVICES

UNITED STATES

Pitney Bowes (“PB”) offers a world class level of technical support to our clients, providing assistance in the resolution of technical issues with PB software products, ensuring that our clients have access to the most up to date versions available of their licensed software, and updates to Data subscriptions (the “Products”). Two (2) levels of Software Maintenance Services (“SMA” or “Maintenance Services”) are available to clients, based on the client’s needs and elected at time of purchase. All Maintenance Services are provided in accordance with the license agreement and applicable ordering document (the “Order”) between you and PB related to the applicable Product. Maintenance Services do not include professional services, custom development, new feature additions, hardware support, hardware parts or consumable supplies, equipment support, system back-ups, training or other services, which, if purchased by you, will be set forth elsewhere in your license agreement or in a separate agreement with PB.

Last Modified November 28, 2016

PB will provide you with the following Maintenance Services, based on the elected Tier.

SMA TIER 1 (STANDARD) MAINTENANCE SERVICES.

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

1. SELF HELP. 24/7 access to web self-help and user and product support articles.

2. TECHNICAL SUPPORT. PB provides all technical support over the phone and via the Internet (“Remote Support”) unless otherwise specified. To receive Remote Support you will be requested to provide access to your system or computer, and it is within your discretion to determine the level of access granted to PB to receive Remote Support, which you grant at your own risk. When logging an issue it is required that you provide information in sufficient detail for PB to reproduce the problem. PB can also assist you in the diagnosis of your IT environmental or infrastructure issues for an additional fee.

a. Telephone Support. PB Product Support is available from 7 am to 7 pm Central Time, Monday through Friday, excluding PB observed US holidays (“Normal Operating Hours”). You may contact PB Product Support toll-free by phone during Normal Operating Hours. Contact numbers are located at www.pitneybowes.com.

b. Electronic Requests. You may submit a request to PB Product Support electronically by going to www.pitneybowes.com and submitting a ticket 24 hours a day, 7 days a week. Requests received outside Normal Operating Hours are processed the next business day.

3. FIXES. Corrections or changes to the Product to correct errors or otherwise make the Product materially conform to the applicable Product documentation (commonly referred to as “fixes” or “patches”).

4. PRODUCT UPDATES. PB will provide you with customer-installable updates, some that may be required to support industry compliance or continued use of the Products, as they become commercially available (“Updates”). Updates may include fixes or minor changes to the Product or additional carrier functionality or routine revisions to comply with carrier requirements. Updates may include changes to the Product documentation to reflect changes included in the applicable Update. You must be fully current with the installation of all Updates to be eligible to receive Maintenance Services. New features or functionality for the Product and non-routine or non-generally applicable revisions (“Upgrades”) may become available from time to time, for an additional fee. PB reserves the right not to add functionality or carrier services, even though they may be available from the carrier.

5. DATA UPDATES. If your Product includes data that is licensed separately as a subscription (“Data”), PB will distribute to you each Update to the Data as they are made available to PB by its third party vendors, or with the frequency set

forth in your license agreement or Order. If you require additional distribution of the Data or a Data Update, an additional service charge may apply.

6. **RATE CHANGES.** If your Product requires carrier rate information supplied by PB, client-installable rate change replacements will be provided to you based on the carrier coverage selected in the Order. Rate change replacements include postal or carrier rate increases and decreases, zip code or zone changes and changes in service provided by carriers (e.g. required new report formats or geographical expansions) and, if elected on the Order, a single UPS custom rate change per calendar year. Rate changes do not include other custom rate changes, new classes of services offered by carriers, and new rates needed to establish a new home zip code because of a change in location.

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

8. **ON-SITE SUPPORT.** On-site support is not offered under SMA TIER 1 maintenance service. If you request on-site support, you will incur fees at PB's then-current rates at the time of the request.

STANDBY SUPPLEMENT OPTION (Available in US Only).

Under your SMA Tier 1 option, you may elect to purchase supplemental Standby Support. This option will make emergency Remote Support, (and not general user queries) available to you outside of Normal Operating Hours. You access this support by contacting the PB Product Support toll free number. This Standby option is charged at an annual or monthly rate as set forth in your Order, with additional usage fees associated with each incident of Standby Support accessed at then-current rates.

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

Under your SMA Tier 1 option, you may elect to purchase supplemental PREMIER SUPPORT. This option is charged at an annual or monthly rate as set forth in your Order and will make the following Premier Support service benefits available to you:

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

SMA and Add On Features

SMA Coverage Attributes	No SMA	SMA Tier 1	SMA Tier 2	24 / 7 Supplement (Add on)	Premier Support (Add on)
Self Help: 24/7 access to web self-help and user and product support articles	Included	Included	Included	Per SMA Tier opted	
Technical Support: Telephone and Remote, Mon-Fri 8AM EST to 8PM EST	Billable	Included	Included		
Distribution of Software Fixes, Patches, Updates, Carrier Rate Changes (if applicable), and Data Updates (if applicable)*	Billable	Included	Included		
On-Site Support	Billable	Billable	Included		
Refresher Training	Billable	Billable	Billable		
24/7 Emergency Standby Phone Support Coverage	Billable	Billable	Billable	Included	Billable
Direct Access to Premier Support Case Agents	Not available	Not available	Not available	Not available	Included
Assigned Account Support Manager	Not available	Not available	Not available	Not available	Included
First In Line Phone Routing	Not available	Not available	Not available	Not available	Included
Expedited Field Dispatch	Not available	Not available	Not available	Not available	Included
Expedited (Overnight) Parts Shipment	Billable	Billable	Billable	Billable	Included
Semi Annual Support Review	Not available	Not available	Not available	Not available	Included
Installation of Carrier Rates Updates	Billable	Billable	Billable	Billable	Included

SERVICE LEVELS.

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

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

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

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

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

1. Your license agreement and maintenance term are both paid up and current;

2. You have identified to PB appropriate technical support contacts within your organization (if your organization has 50 or more users, please see Multiple User Policy, below);

3. You have implemented the most current update or patch available for your Product;

4. You have performed routine and preventative maintenance on your systems, including disaster recovery backups, operating system updates, implementing anti-virus protection, and SQL patches and updates;

5. Your Product has not been modified (if such modification was performed by PB at your request, additional fees may apply for Maintenance Services on modified Product); and

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

TERM; TERMINATION. Maintenance Services are billed and provided in 12 month periods, which begin on the effective date of your license agreement and will automatically renew for each subsequent 12 month period unless you provide written notice of your intent to terminate Maintenance Services before 60 days prior to the end of the current term. You will receive an invoice within 45 days of commencement for each renewal term reflecting the then-current rates for Maintenance Services, which will be payable in accordance with your license agreement. If your license agreement includes a leasing arrangement, the term of Maintenance Services will be the term of your lease, and your obligation to pay for Maintenance Services will be set forth in the lease agreement. Maintenance Services are non-terminable during the term unless otherwise permitted in the license agreement (i.e. for PB's uncured material breach), or in the case of the discontinuance of or material change to the Maintenance Services by PB, which in such case will be terminable within 30 days of your receipt of notice from PB detailing the change. If PB discontinues or materially changes Maintenance Services for your Product and you elect to terminate Maintenance Services, your sole remedy will be a pro-rata refund of pre-paid but unused Maintenance Service fees (or a reduction of lease payments in the amount allocated to such Maintenance Services for the balance of the lease term).

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

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

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

Attachment B.3 to State of North Carolina NASPO Participating Addendum

ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

(Last modified July 5, 2024)

Thanks for using our on-demand subscription services. These terms define the terms and conditions under which you're allowed to use the on-demand subscription services and how we'll treat your account while you're utilizing the on-demand subscription services. If you have any questions about our terms, feel free to [contact us](#).

We'll start with the basics, including a few definitions that should help you understand this agreement. This On-Demand Subscription Services Agreement (this "Agreement") is between you and Pitney Bowes Inc. ("we", "us", and "our"). This Agreement will only apply if the on-demand subscription services identified in your order form (the "Order") are not covered by one or more separate On-Demand Subscription Services Agreements. Your on-demand subscription services may also require one or more Statements of Work (each a "SOW").

The web sites through which you access the on-demand subscription services (each a "Site"; the on-demand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors. Additional product-specific terms applicable to certain of the Services ("Product Terms") can be found in Exhibits B-1 (i) through B-1 (iv) attached hereto and incorporated into this On-Demand Subscription Services Agreement.

1. Eligibility

In order to use the Services, you must provide true, complete and up to date contact information for so long as you access the Services. You won't use the Services in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse service or close your account if you fail to comply with this Agreement.

2. Use of the Service

a) As long as you continue to comply with the terms of this Agreement, we grant you a non-exclusive, non-transferable license to access and use the Services for the number of months, and for up to the number of users, number of locations, transactions, or other volume metrics specified in the Order. If applicable, you may upgrade your plan for additional fees. We reserve all rights to the Services not expressly granted to you in this Agreement.

b) You agree that you will use the Services only for business or commercial purposes and not for personal, family or household purposes.

c) You won't use the Services for or make the Services available to any third party, unless permitted in the Product Terms. In addition, you agree not to use the Services to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services. Disruptions include but are not limited to denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. For the Services and related software, you will not (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Services, documentation or any other confidential or proprietary

information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any network, including a local area network; or (v) extract any data from the Services and use such data for any purpose other than for your use of the Services.

d) If you are delivered software for on premise installation as part of the Service ("Software") the following additional terms apply: You won't (i) reverse engineer, decompile or disassemble the Software; (ii) make copies of the Software, other than a reasonable number of copies for use for disaster recovery purposes; and (iii) separate the components of the Software, or install and use such components separately and independently of the Software they comprise.

e) If you do not comply with this Section 2, you will be in material breach of this Agreement, and we will have the right to immediately terminate your use of the Services.

3. Term and Termination; Suspension

a) The term of this Agreement begins on the effective date of the Order and will remain in effect for each Service for the duration of the Order or SOW applicable to such Service. Each Order or SOW will be effective as of the date in such Order or SOW and will remain in effect until its expiration or until your account is closed. If this Agreement is terminated, any Order entered into beforehand will, unless terminated under another provision of this Agreement, remain in effect for its entire term and this Agreement will remain in effect until the Order terminates.

b) Unless the Product Terms state otherwise, you may terminate your account at any time and for any reason by giving thirty days' notice to us.

c) We may at any time without notice: i) refuse to accept or fulfill your Orders or any part of any Orders for the Sites and/or Services; or ii) move, suspend or terminate all or any part of the Sites and/or Services or terminate your account.

d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (ii) you must immediately stop using the Service and Software, and remove any Software from the computers on which it was installed, (iii) each party will promptly return or destroy all confidential information of the other party; and (iv) your access to the Service will continue through the current billing period for access to the Service (the "Billing Period") for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You won't be entitled to a refund from us under any circumstances.

e) Termination of this Agreement will be in addition to and not in lieu of any other legal or equitable remedies available to us.

4. Changes

We may change the Services and any features from time to time, and if such changes are material, we will notify you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance. We may change any terms of this Agreement and the fees charged for using the Services by posting revised terms and/or fees on the Sites and/or by sending an email to the last email address you gave to us; provided, however, that if the Order includes the lease of equipment, no change to the fees will be effective prior to the end of the term of the lease of such equipment. The new terms

and new fees will be effective on the first day of the next Billing Period and will apply thereafter. By continuing to use the Services after any such changes, you agree to be bound by such changes. If you do not wish to agree to the new terms or the new fees, you must stop using that portion of the Services affected immediately.

5. Account and Password

By registering for the Services, you will be prompted to establish certain passwords and provide other access information to enable you to use the Services. You represent that you have all necessary authority to establish an account with us on behalf of the business. The account name, password and access information is confidential information and should be used solely by you to access your account and use the Services. You are responsible for keeping your account name, password and access information confidential. You will take all reasonable steps to prevent unauthorized access to your account and you will immediately notify us of any unauthorized use of your accounts or any other breach of security. We aren't responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

7. Fees; Payment Terms

a) You will pay the fees for the use of the Services which are posted on the Sites or described in an Order or SOW, and may be changed from time to time, unless specified as conditions of a subscription type. These fees do not include: (i) any applicable sales, use or other taxes, which will be separately identified on your invoice; (ii) usage-based fees for the Services, which will be separately identified on your invoice, and (iii) charges for any services not contemplated by this Agreement, such as special programming, which may be available upon request and are subject to our then-current rates. Except as provided in an Order or SOW, your subscription for the use of the Services will be billed in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment.

b) We will automatically charge your payment source the cost of your subscription at the beginning of each Billing Period. Please note that we may receive updated billing information regarding your credit card account or other payment source and you consent to our receiving such updates.

8. Personal Information

If any of the Services collects or stores individually identifiable personal information, then we will comply with our privacy statement attached as Exhibit B-4.

9. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the trademark. In addition, except as explicitly set forth in this

Agreement, you will not use any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

10. Feedback; Data Rights; Consents

a) You agree to allow us to use any feedback, comments, ideas, know-how and suggestions (“Feedback”) in any form that you provide the Feedback to us. Feedback is not confidential even if you designate it as confidential. We may use the Feedback in any of our commercial offerings, for our internal purposes or fulfilling our obligations under our agreements with you.

b) As between you and us, you own all data that you provide to us as part of the Services (“End User Data”). Subject to your rights in the End User Data, we own all usage data that results from the Services. You grant to us (and our affiliates and vendors, if applicable) the right to use your End User Data as necessary to provide the Services and as provided in our Privacy Statement. We also have the right to use, without limitation, any anonymized or aggregated data from your End User Data that does not identify you or any end user of the Service in any of our commercial offerings, for our internal purposes or fulfilling our obligations under our agreements with you, all in accordance with our Privacy Statement. You’ll ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

c) Some of the features and functionalities of the Services may enable you to send communications via email, text message, and/or mobile app push notification to another person or entity. By providing or otherwise transferring personal information of another person or information of another entity to the Services, you are responsible for obtaining from such person or entity all required consents and other authorizations necessary to use their information (the “Consents”). By utilizing such functionality of the Services, you represent and warrant to us that all required Consents have been obtained, that we are entitled to rely on the same, and that you grant to us the right to process such information as necessary to provide the Services.

11. Product Support

As part of your access to the Services, we will provide you with product support in accordance with the terms in the Support Terms for On-Demand Subscription Service attached as Exhibit B-2.

12. LIMITATION OF LIABILITY

a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US TO PROVIDE THE SERVICE FOR THE PREVIOUS BILLING PERIOD.

b) WE WON’T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

13. INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING IN ANY WAY FROM YOUR USE OF THE SERVICE OR RELATED TO ANY BREACH OF THIS AGREEMENT BY YOU OR ANY USER AUTHORIZED BY YOU. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU AND YOU AGREE TO COOPERATE WITH US IN MAKING THE DEFENSE. THIS SECTION 13 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT OR AN ORDER INDEFINITELY.

14. SERVICE AVAILABILITY; DISCLAIMERS

a) YOUR ACCESS TO AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR VARIOUS REASONS, INCLUDING MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITES, OR OTHER ACTIONS THAT WE MAY ELECT TO TAKE.

b) EXCEPT AS EXPRESSLY STATED IN ANY PRODUCT SPECIFIC TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND THE CONTENT ON THE SITES, INCLUDING ANY THIRD PARTY SERVICE OR DATA, ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT. WE DON'T GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT WE WILL CORRECT ALL ERRORS.

15. Third Party Sites and Data

The Sites and this Agreement may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there. If the Services perform an address validation function, license terms applicable to use of the USPS data related to such function are found in Exhibit B-3.

16. Compliance with Laws

Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws. You will be solely responsible for the content of all data submitted to us in connection with our provision of the Services and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such data.

You represent and warrant that you have maintained and will maintain any and all certifications, licenses or other authorizations necessary or proper in furtherance of your use of the Service, including without limitation, federal certification pursuant to United States Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials, if applicable.

USPS Regulations

If you use the Service to print postage or send parcels, letters, and flats ("Packages") with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a

consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) cause or allow the account to be utilized outside the United States without the prior written authorization of USPS Headquarters; or (e) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes. The USPS has granted to us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of such Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations; (ii) submission of false or fictitious information; (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream; (iv) use of the system for any illegal scheme or enterprise; (v) use of the system outside the customs territory of the United States; or (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

17. Assignments

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

18. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Services by the Government constitutes acknowledgment of our proprietary rights in software contained in the Services, and such software will be: (i) deemed “commercial computer software” or “commercial computer software documentation” and the Government’s rights with respect to such software and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable, or their successors; and (ii) subject to “RESTRICTED RIGHTS,” as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

19. Reserved

20. Force Majeure

Except for a party’s payment obligations, neither party will be liable for any delays or failure in performance from any cause beyond their control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power disruptions, and any disruption of internet service not caused by us.

21. Notices

Notices under this Agreement will be effective (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com or by overnight courier to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice to us, when delivered to us by physical mail to Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at <https://www.pitneybowes.com/us/contact-us.html> (follow the instructions under “how to create a case”).

22. Independent Contractor

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

23. Miscellaneous

Neither party will be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. If there's a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will govern and control. Each Party will cooperate with the other and take such other actions as may reasonably be requested from time to time in order to carry out the intent and accomplish the purposes of this Agreement, including our right to verify your compliance with this Agreement and any Orders at all locations which you access the Services. If we don't immediately take action on a violation of this Agreement, we're not giving up any rights under this Agreement, and we may still take action at a later point. Each party will also keep confidential the terms and conditions of the Agreement and the SOW(s).

Exhibit B-1(i)

Product Terms for

PitneyShip®, SendPro® 360 Sending, PitneyShip® Pro, and PitneyShip® Enterprise Product Terms (Last Modified July 5, 2024)

Defined Terms

“**Package(s)**” means parcels, letters, and flats shipped under this Agreement.

“**Carrier**” means a third-party shipping vendor that you use within the Service.

“**Tender**” means the transfer of physical custody of a Package that has a PBI compliant shipping label affixed to it, by you to a Carrier as demonstrated by the scanning of the label by the Carrier.

Use of the Service

In order to use the Service, you must complete the registration process. You may use the Service on behalf of third parties. You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor’s compliance with these terms and conditions and any breach of these terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Each individual Package Tendered for shipment must originate from a location in the U.S. or certain U.S. territories. You agree that you will only Tender Packages to a Carrier with shipping labels that correspond to the transportation method you selected.

Fees

The fees for the use of the Service don’t include the postage, shipping or other charges imposed by the Carrier for printing postage or labels and sending Packages through the United States Postal Service (the “USPS”) or another Carrier.

Credit Cards; Accounts with The Pitney Bowes Bank, Inc.

Unless (i) you have established and maintain a Reserve Account with The Pitney Bowes Bank, Inc. (the “Bank”) and (ii) you have available funds in a Reserve Account, then as long as you’re utilizing the Service or have an outstanding balance with us, you’ll provide us with valid credit card information. You’ll replace the information for any credit card that expires with information for a different valid credit card. Some charges for the sending of parcels may be billed directly by the Carrier. For all other charges for postage or for the sending of parcels through the Service, including, without limitation, any charges imposed by a Carrier for parcels for which the charges paid by you were insufficient (all such charges are called “Shipping Charges”) and all fees for the use of the Service, we will charge your Reserve Account, if established. In the event that (i) you do not maintain a Reserve Account with the Bank or (ii) you do not have available funds in a Reserve Account, all such fees and charges will be charged to your credit card together with a convenience fee of 3 ½% of the amount of all Shipping Charges and you authorize us to do so.

Carrier Requirements

As part of the Service, Pitney Bowes partners with Carriers that enable you to print shipping labels, and these Carriers are responsible for shipping your items. As part of your use of the Service, you must comply with the requirements of those Carriers.

If you use the Service for shipping with the USPS, you must comply with all applicable terms listed at <https://www.usps.com>. Failure to comply will constitute a material breach and the USPS will provide written notice of termination. However, if allowed by USPS, you will have ten (10) days from date notice is received from USPS or a copy of such written notification from us, whichever is earlier, to cure your violations of USPS policies and procedures

and have USPS rescind its termination notice.

You may be entitled to receive discounted rates for Packages you Tender to the USPS for shipment. Rates are subject to change at any time.

If you use the Service to send Packages with a Carrier other than the USPS, you must comply with the requirements of that Carrier. The terms governing the use of FedEx to send parcels are located

at <https://www.fedex.com/> and the terms governing the use of United Parcel Service are located at <https://www.ups.com/>.

Third-Party Systems

We may provide functionality to enable you to link your account to certain third-party systems, such as marketplaces, enterprise resource planning systems (or ERPs), warehouse management systems, and healthcare system platforms. These third-party systems ("TPS"), their authentication process and any data they provide us (and its accuracy) are not under our control and we are not responsible for it. You warrant that you are the TPS account holder of any account you link to us and will comply with all TPS terms and conditions.

HIPAA

If you will be providing Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996) to us in connection with your use of the Services (such as names and addresses of medical patients), then the Business Associate Agreement Addendum available at <https://www.pitneybowes.com/us/sendtech-shipping-saas-product-terms/baa.html> applies and is incorporated into this Agreement by reference.

Exhibit B-1(ii)

Product Terms for

SendPro® Enterprise Subscription Product Terms

(Last modified July 5, 2024)

Defined Terms

“**Package(s)**” means parcels, letters, and flats shipped under this Agreement.

“**Carrier**” means a third-party shipping vendor selected by you through the Service.

“**Tender**” means the transfer of physical custody of a Package that has a PBI compliant shipping label affixed to it, by you to a Carrier as demonstrated by the scanning of the label by the Carrier.

Use of the Service

You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor’s compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Each individual Package Tendered for shipment must originate from a location in the U.S. or certain U.S. territories. You agree that you will only Tender Packages to a Carrier with shipping labels that correspond to the transportation method you selected.

Fees

The fees for the use of the Service don’t include the postage, shipping or other charges imposed by the Carrier for printing postage or labels and sending Packages through the United States Postal Service (the “USPS”) or another Carrier.

Using USPS

If you use the Service for shipping with the USPS, the USPS must approve your registration prior to use of their shipping services and you must comply with all applicable terms listed at <https://www.usps.com>. Failure to comply will constitute a material breach and the USPS will provide written notice of termination. However, if allowed by USPS, you will have ten (10) days from date notice is received from USPS or a copy of such written notification from us, whichever is earlier, to cure your violations of USPS policies and procedures and have USPS rescind its termination notice.

You may be entitled to receive discounted rates for Packages you Tender to the USPS for shipment. These rates will be programmed into the Service and will be made available to you for the duration of this Agreement. Rates are subject to change at any time.

When you print USPS postage or labels using the Service, the following information is collected in order to generate valid postage indicia: (1) the date and time of the transaction; (2) the destination ZIP Code™; (3) the rate

category of each indicium created and the details of any associated special services, such as special handling or restricted delivery; and (4) the amount of postage printed.

If you use the Service to print electronic USPS Tracking (formerly Delivery Confirmation), Signature Confirmation™, or the electronic Priority Mail Express® label, complete return and destination address data, package descriptions, reference IDs, and delivery statuses for each label printed by you is maintained by us for accounting and reporting purposes.

Non-USPS Carrier Requirements

If you use the Service to send Packages with a Carrier other than the USPS, you must comply with the requirements of that Carrier.

HIPAA

If you will be providing Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996) to us in connection with your use of the Services (such as names and addresses of medical patients), then the Business Associate Agreement Addendum available at <https://www.pitneybowes.com/us/sendtech-shipping-saas-product-terms/baa.html> applies and is incorporated into this Agreement by reference.

Exhibit B-1(iii)

Product Terms for

**SendPro® 360 Locker Management, ParcelPoint™ Smart Locker Management, PitneyTrack® Asset,
PitneyTrack® Enterprise, SendPro® 360 Receiving and PitneyTrack™ Inbound
(Last Modified November 12, 2024)**

Use of the Service

You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor's compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Our Responsibilities

The Service may be inaccessible or inoperable during certain periods so that we can perform routine maintenance support services ("Scheduled Downtime"). Scheduled Downtime will be scheduled outside normal business hours, such as nights and weekends. We'll use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime or other disruption of Service.

Exhibit B-1(iv)

Product Terms for RELAY™ COMMUNICATIONS HUB Product Terms

(Last modified October 30, 2017)

Scope

The Services include any functionality we provide to you for download onto your computer for use with the Services. Your license is subject to any additional terms provided the SOW.

Your Obligations

You'll provide sufficient data and information to be incorporated into the statements, including the names and addresses of the intended recipients of the statements, in the format set out in the SOW or any Services documentation ("Data Files"). Major file layout changes may require an amendment to the related SOW. We reserve the right to bill you at our then prevailing rate for any modifications to the original data file layout or other account maintenance performed by us after we receive your first live file data transmission. We'll provide written quotation of any modification fees. Variance from the agreed upon format may require manual intervention and lead to processing delays.

You're responsible for compliance with all USPS regulations, including, without limitation, the Move Update requirements, and you represent and warrant that you are in compliance with those obligations. If you fail to comply with those obligations, including but not limited to failure to use an appropriate endorsement and a Move Update compliant method to verify addresses, and that failure results in fines, penalties, additional payments, or increased postage rates (i.e., loss of pre-sort mail discounts) to us or our vendor, those amounts will be charged to you.

Performance Standards; Service Availability

a) We'll perform the Services in a skillful and workmanlike manner and, if we have entered into a SOW with you, in accordance with the specifications set out in the SOW.

b) We'll use best efforts to make the Services available during the Available Hours of Operation (as defined below) in accordance with the Service Availability Statement located at <https://www.pitneybowes.com/us/license-terms-of-use/service-availability-statement/relay.html>. Support for the Services will be available during the Available Hours of Support (as defined below). Support will consist of online technical assistance and telephone assistance. "**Available Hours of Operation**" means twenty-four (24) hours per day, seven (7) days per week exclusive of Scheduled Downtime, (defined in (c) below), and downtime arising from causes beyond our reasonable direct control, such as the interruption or failure of telecommunications or digital transmission links, hostile network attacks or a force majeure event, as set out in Section 19 (Force Majeure) of the Agreement. "**Available Hours of Support**" means Monday through Friday from 8:00 a.m. Eastern Time until 8:00 p.m. Eastern Time, excluding U.S. holidays observed by us.

c) The Services may be inaccessible or inoperable during certain periods so that we can perform maintenance support services (“**Scheduled Downtime**”). We’ll use reasonable commercial efforts to minimize any disruption, inaccessibility or inoperability of the Services in connection with the Scheduled Downtime or other disruption of the Services.

Acceptance

Unless you selected the Relay Integrity Express pack, we’ll provide you with an initial client acceptance document (“CAD”) for your review and acceptance. You’ll have no more than 15 business days to either sign and return the CAD to us, or reject it in writing. Upon the earlier of (i) the return of the CAD signed by you, or (ii) the end of the 15 business-day period during which time you have not notified us in writing of your rejection of the CAD, we may immediately start billing you for the Services. If you selected the Relay Integrity Express pack, the CAD is inapplicable to you.

Term; Termination

a) The Agreement will automatically renew for successive one-year periods, unless either you or we terminate it by providing forty-five (45) days’ advance written notice. If the CAD is applicable to you and has not been completed and signed by you within one hundred twenty (120) days of the effective date of the Order, we may also terminate the Agreement effective immediately.

b) Each SOW will be effective on the effective date set forth in the SOW and will remain in effect for the term of the Agreement. Either party may terminate a SOW (i) if the other party breaches any material provision of these terms, the Agreement or the applicable SOW(s), and, in either case, does not cure such breach within thirty (30) days after written notice thereof; and (ii) during any one-year renewal period with or without cause upon forty-five (45) days’ advance written notice to the other party. We may also terminate a SOW under the Relay Email Delivery Service Pack section below. Termination of one SOW will not affect any other SOW.

Relay Email Delivery Service Pack

If the Relay Email Delivery Service Pack is selected on your Order: (i) you’ll ensure that your customers’ email addresses are in an appropriate/deliverable format; (ii) if the rate of undeliverable “hard bounce” and “complaint” related emails is flagged by our service provider, we may notify you that the Relay Email Delivery Service is at risk of being suspended; (iii) upon notice from us, you agree to remove or correct any email addresses reported as failed due to a hard bounce or recipient complaint; (iv) if the rate of undeliverable hard bounce emails exceeds 5% or if the rate of undeliverable complaint related emails exceeds 0.1%, we reserve the right to terminate the SOW issued in connection with the Relay Email Delivery Service; and (v) we won’t be responsible for any email that has not been delivered as a result of your failure to comply with clauses (i) through (iv).

Exhibit B-2

On-Demand Subscription Services Product Support Terms

(Last Modified: February 13, 2023)

As part of your access to the Services, we will provide you with the following:

- a) **SELF HELP.** 24/7 access to web self-help and user and support articles.
- b) **TECHNICAL SUPPORT.** We provide technical support over the phone and via the Internet (“Remote Support”) unless otherwise specified. To receive Remote Support you must provide us access to your device. When submitting an issue, you will be requested to provide sufficient detail for us to reproduce the problem. Additional support, such as diagnosis of your IT environmental or infrastructure issues, may be available, subject to additional terms and fees.
 - (i) **Telephone Support.** PB product support is available from 7 am to 7 pm Central Time, Monday through Friday, excluding PB observed US holidays (“Normal Operating Hours”). You may contact PB Product Support toll-free by phone during Normal Operating Hours.
 - (ii) **Electronic Requests.** You may submit a request to PB Product Support electronically by going to www.pitneybowes.com, signing in to Your Account, and submitting a ticket 24 hours a day, 7 days a week. Requests received outside Normal Operating Hours are processed the next business day.
 - (iii) If there are 50 or more users within your organization, then you must identify a limited number of staff who are responsible for escalating requests for support assistance to us (“Authorized Personnel”). We will provide remote technical support assistance to the Authorized Personnel for issue resolution with the Services. Authorized Personnel will then be responsible for providing technical support to other users within your organization. Any issue escalated to us for technical support must be related to Services provided by us (and not to your organization’s operating environment or other hardware or software). Additional fees will apply if your organization does not have Authorized Personnel available.

Exhibit B-3

USPS License Terms for Use of the USPS Data

The following terms apply solely to your use of the United States Postal Service (“USPS”) data that is provided under license to you from the licensor from which you receive the USPS data (“Licensor”). Absent a signed Agreement, your use of the USPS Data constitutes acceptance of the terms set forth herein. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

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

- j) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the USPS Data is not licensed on a perpetual basis, and may only be licensed for the limited term set out in the applicable order. You may elect to renew your term license to the USPS Data to the extent Licensor continues to offer a license to the USPS Data, for an additional term upon payment of the applicable renewal fees. Licensor shall have the right to terminate your license to the USPS Data if (i) the USPS cancels Licensor's or its licensors' right to distribute the USPS Data, (ii) you are in breach of any of the foregoing provisions; or (iii) the Agreement or applicable order is terminated.

Exhibit B-4

Business Privacy Statement

This Privacy Statement was last updated on May 17, 2024.

Pitney Bowes is committed to respecting the privacy of our clients and users. This Privacy Statement describes how our websites, services, and products operate, and how we collect, use, and share information.

This Privacy Statement applies to pitneybowes.com and Pitney Bowes websites, services, and products that collect data and display these terms, and that are owned and operated by Pitney Bowes and Pitney Bowes subsidiaries, collectively, "Pitney Bowes". Pitney Bowes websites, services and products are referred to in this statement as "Sites". These terms do not apply to Pitney Bowes sites that do not display or link to this statement or that have their own privacy statements. For example, the terms of this statement apply to Sites where we provide products, services, or applications as a business-to-business provider to a client for that client's business or commercial use. In contrast, where we provide products, services, or applications direct to individual consumers for personal or household use, the data collection and processing is governed by a different privacy statement (which you can review by clicking [here](#)) and not this Privacy Statement.

The following topics are presented in this Privacy Statement:

1. [Personal Information Users Actively Provide to Us](#)
2. [Personal Information that We Collect Passively from Use of the Site](#)
3. [Using and Retaining Personal Information](#)
4. [Sharing Personal Information](#)
5. [Protecting Personal Information](#)
6. [Visiting Nonaffiliated Pitney Bowes Websites](#)
7. [Cross Border Data Transfer](#)
8. [Data Privacy Framework \(DPF\) Notice](#)
9. [Your Choices](#)
10. [Your Rights](#)
11. [Country/Region-Specific Notices](#)
12. [State-Specific Notices \(U.S.A.\)](#)
13. [Product-Specific Statements](#)

14. [Use of Sites by Minors](#)

15. [Changes to this Privacy Statement](#)

16. [Contact Us About this Privacy Statement](#)

1. Personal Information Users Actively Provide to Us

This section describes the various types of information that we may collect. In order to provide you with access to certain services or data within our Sites, we may require that you provide certain personal information, which may include, but is not limited to the examples listed below, “Personal Information”. Pitney Bowes also collects non-personal information that does not, on its own, identify an individual person. When non-personal information is combined with other information so that it does identify an individual person, we treat that combination as Personal Information.

The following are examples of the types of information that is considered Personal Information and that may be collected directly from you (or someone acting on your behalf):

- Business Contact information (including Name, Street Address, Email Address, Telephone Number)
- Government issued IDs (such as tax identification number) provided by you for business purposes
- Pitney Bowes business user account username, password, and other information used in combination to verify identity
- Corporate financial information (including credit/debit card and bank account information, credit and repayment history, and payment default information)
- Geolocation, demographic, shipping/receiving, billing, and other information related to the purchase or delivery of Pitney Bowes products and services or services you access through the Sites
- Any other personal information or characteristics about an individual that identifies such individual alone or that, if used in combination with one of the above or with other non-personally identifiable information, allows someone to identify such individual, such as date or place of birth, geographic data, or photographic images

By accessing and utilizing our Sites, including any interactive or automated chat or customer support features that may be made available on our Sites, or providing feedback to us or in connection with any optional surveys, you consent to the collection, use, disclosure, storage, and processing of Personal Information in accordance with this Privacy Statement. Please note, by law you are not required to provide us with your Personal Information. By electing to not share your Personal Information with us, you may be unable to take advantage of our

Sites and we may be unable to provide you with all of the functionality we offer through our Sites or to fulfill your request.

2. Personal Information that We Collect Passively from Use of the Site

Pitney Bowes Sites may use several automated data collection tools and techniques including cookies, clickstream, and web beacons.

Cookies

Clickstream

Web Beacon

IP Address

Do Not Track Requests

3. Using and Retaining Personal Information

Personal information we collect through our Sites may be used to provide Pitney Bowes products and services pursuant to the terms and conditions of contracts with our business clients. The legal basis for our use of your Personal Information in that context is to service the business client's contract and to carry out our legitimate business interests. We may also use your Personal Information to provide you as a client business representative with information regarding our products and services, or for marketing and promotions we believe you or your employer may find of interest. When we use your Personal Information in that context, the legal basis we use is legitimate business interest and, where required, your consent. We also may use the Personal Information you provide for our internal purposes, such as Site customization, enhancement or development, administration and operation of our Sites, data analytics, to help build, train, and improve the accuracy of our automated methods of processing, to communicate with you about your account, to fulfill any other purpose for which you provide it, and compliance with our legal obligations, policies and procedures, including performance of Pitney Bowes obligations under sales contracts, leases or licenses between you and Pitney Bowes. In such instances, the legal basis for processing your Personal Information is to perform under our business client contracts and to exercise our legitimate business interests.

Unless a longer retention period is required or allowed by law, we retain your Personal Information for the period disclosed to you at the time of collection, if any, or for the period necessary to fulfill any of the relevant purposes disclosed in this Privacy Statement.

4. Sharing Personal Information

Pitney Bowes does not sell Personal Information to third parties. However, there are certain situations where we may share your Personal Information where permitted or required by law, for example:

1. Within the Pitney Bowes family of businesses, among personnel whose job duties require access to your Personal Information. Our legal basis for sharing your Personal Information in this instance is our contract with our business client and our legitimate business interests;
2. With third parties that perform services for us or on our behalf (such as credit card companies, credit and/or investigative reporting agencies, finance companies, transport companies, consultants, advisors and market research firms). Our legal basis for sharing your Personal Information in this instance is our contract with our business client and our legitimate business interests; or
3. For marketing campaigns conducted by us or other companies or organizations that offer related products or services we believe may be of interest to our clients, subject to your rights and choices as described in this Privacy Statement. Our legal basis for sharing your Personal Information in this instance is your consent when required, and our legitimate business interests.

Our service providers are required to keep the Personal Information received from us confidential and secure in accordance with this Privacy Statement and they may not use it for any purpose other than the purpose for which Pitney Bowes provided it.

We may also make information available to third parties in the following circumstances:

1. When we have a good faith belief it is required by law or to otherwise cooperate with law enforcement activity;
2. When we have a good faith belief it is necessary to protect our rights or property from fraudulent, abusive, or unlawful activity; or
3. In the event of a proposed or actual merger, acquisition, liquidation, dissolution, or sale of assets.

In these circumstances, the legal basis for sharing your Personal Information is our legitimate business interests. Although your consent will not be required in these instances, we will attempt to notify you, to the extent the law requires.

Depending upon local law, you may either opt-in or opt-out of having your Personal Information shared for marketing or other purposes. In the event you opt-in, we will use and share your Personal Information as described in this Privacy Statement. In the event you opt-out, we will share your preference with the applicable third parties as appropriate. For information on how to do this, see the Your Choices section of this Privacy Statement below.

5. Protecting Personal Information

We maintain reasonable administrative, technical, and physical safeguards to protect the Personal Information we collect and process. No data transmission over the internet or data storage system can be guaranteed to be 100% secure. If you feel that the security of any data

that we hold about you has been compromised, please immediately notify us of the problem by contacting us in accordance with the Contact Us section below.

The safety and security of your information also depend on you. Where we have given you (or where you have chosen) a password for access to certain parts of the Sites, you are responsible for securing and managing your login credentials.

6. Visiting Nonaffiliated Pitney Bowes Websites

Our Sites may include links to third-party websites that operate independently from Pitney Bowes. Linked websites may have their own privacy statements or notices. Clicking on those links may allow those website owners to collect or share data about you. We are not responsible for: the content of any websites that are not affiliated with or owned by Pitney Bowes, any use of those websites, or the privacy practices of those websites; and we strongly suggest you review their privacy statement for more information. Any information you provide when you visit a nonaffiliated Pitney Bowes website is subject to the privacy statement and terms of use posted on that website.

7. Cross Border Data Transfer

The international footprint of Pitney Bowes involves transfers of Personal Information between different subsidiaries, as well as to third parties located in the countries where we or our service providers operate. We may process, store, and transfer the Personal Information we collect, in and to a country outside your own, including outside the United States. Those countries may not have the same data protection laws as the country in which you initially provided the information. By providing Personal Information or engaging with our Sites, you consent to this transfer, storing, or processing.

Some countries restrict certain transfers of Personal Information. Pitney Bowes complies with those restrictions by taking at least one or more of the following actions, including:

- Pitney Bowes Inc. and its wholly-owned U.S. subsidiaries that receive Personal Information from countries outside of the United States adhere to applicable law and regulations regarding client, partner and employee Personal Information moving across geographical and jurisdictional borders.
- Where required or permitted, Pitney Bowes implements Standard Contractual Clauses approved by the EU Commission, or similar clauses in other jurisdictions, where available, between our corporate entities, our partners, and our clients.
- Where applicable, Pitney Bowes relies on adequacy decisions, as adopted by the applicable authority or regulatory body. In particular, information about the Data Privacy Framework (DPF) and Pitney Bowes commitment to comply with the EU-US DPF, the UK Extension to the EU-US DPF, and the Swiss-US DPF may be found in the Data Privacy Framework (DPF) Notice section below.

Additional information may be found under the sections below concerning Country-Specific and State-Specific Notices for the geographies in which you are located.

8. Data Privacy Framework (DPF) Notice

Pitney Bowes has self-certified its commitment to comply with the EU-US Data Privacy Framework, the UK Extension to the EU-US DPF (the UK Data Bridge), and the Swiss-U.S. DPF as set forth by the United States Department of Commerce regarding the collection, use, processing, and retention of Personal Information transferred from the European Union, Switzerland, and the United Kingdom (and Gibraltar) to the United States.

Pitney Bowes has self-certified its commitment to comply with the EU-U.S. DPF Principles and relies on the European Commission's adequacy decision for the EU-U.S. DPF for such transfers.

Pitney Bowes has self-certified its commitment to comply with the UK Data Bridge and the Swiss-U.S. DPF and relies on the UK Data Bridge or the Swiss-U.S. DPF to receive Personal Information from the United Kingdom (and Gibraltar) or Switzerland, respectively, as applicable.

We have certified to the United States Department of Commerce that we adhere to the DPF Principles with respect to Personal Information. If there is any conflict between the terms in this Privacy Statement and the DPF Principles, the DPF Principles shall govern. To learn more about the DPF program, and to view our certification page, please visit <https://www.dataprivacyframework.gov> and search for "Pitney Bowes".

Pitney Bowes is responsible for the processing of Personal Information it receives, under the DPF, and subsequently transfers to a third party acting as an agent on its behalf. Pitney Bowes complies with the DPF Principles for all onward transfers of Personal Information, including the onward transfer liability provisions.

With respect to Personal Information received or transferred pursuant to the DPF, Pitney Bowes is subject to the regulatory enforcement powers of the United States Federal Trade Commission. In certain situations, we may be required to disclose Personal Information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Complaints and Free Dispute Resolution Procedure

In compliance with the EU-U.S. DPF, the UK Data Bridge, and the Swiss-U.S. DPF, Pitney Bowes commits to resolve complaints about your privacy and our collection or use of your Personal Information. As described more fully below, in the first instance, we try to work with you directly to resolve your complaint. If that process fails, we pay for an alternative dispute resolution process, giving you an independent recourse mechanism for resolving the complaint.

Accordingly, if you believe Pitney Bowes processes your Personal Information beyond the scope of our DPF certification, you may direct any inquiries or complaints concerning our compliance to us at the information in the Contact Us section below. Pitney Bowes will respond in a manner consistent with the DPF or applicable law.

If you do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF-Principles complaint to your satisfaction, you may file a complaint with our U.S.-based alternative dispute resolution provider, or under certain conditions, more fully described on the Data Privacy Framework website and in Annex I of the DPF, you may be able to invoke binding arbitration when other dispute resolution procedures have been exhausted. Please contact or visit the DPF Program website at <https://www.dataprivacyframework.gov/s/article/How-to-Submit-a-Complaint-Relating-to-a-Participating-Organization-s-Compliance-with-the-DPF-Principles-dpf> for more information or to file a complaint. For more information or to file a complaint with our U.S.-based alternative dispute resolution provider, please visit <https://www.jamsadr.com/DPF-Dispute-Resolution>. The services of the alternative dispute resolution provider are provided at no cost to you.

9. Your Choices

If you are a Pitney Bowes customer, you may receive transactional communications about your account and the Pitney Bowes products and services, which you own, lease, rent, license or to which you subscribe.

In some jurisdictions, you may have to opt-in to receive marketing communications. In the event you opt-in, we will use and share your Personal Information as described in this Privacy Statement. If you wish to opt-out of receiving marketing communications from Pitney Bowes, you may do so by (i) following the instructions provided in our marketing communications, or (ii) indicating your preferences on the relevant account profile/preferences section (such as Your Account), or (iii) clicking [opt-out](#) to be removed from marketing communications. In the event you opt-out, we will share your preference with applicable third parties as appropriate. You will continue to receive transactional communications about your account, any events that you have registered to attend, and the Pitney Bowes products and services which you own, lease, rent, and license or to which you subscribe.

Some of our products and services contain settings that allow users or administrators to control how the products collect information. If you wish to request changes to your Personal Information, you may do so by (i) indicating your preferences on the relevant account profile/preferences section (such as Your Account), or (ii) [clicking here](#) to update the physical location of a product or billing address. Please note, by electing to not share certain Personal Information with us, we may be unable to provide you with all of the functionality we offer through our Sites.

10. Your Rights

Subject to applicable exceptions, you may have the right under applicable privacy and data protection laws to request, as it relates to your Personal Information:

- (i) access,
- (ii) correction,
- (iii) deletion,
- (iv) restriction of our processing,
- (v) objection to our processing, or
- (vi) a copy for data portability.

If you would like to make a request, please use the contact information listed below in the Contact Us section of this Privacy Statement. We will respond to your request in a timing and manner consistent with applicable law. We may need to verify your identity before we can act on your request. In some jurisdictions, you can designate an authorized agent to make a request on your behalf. Please provide the agent with written permission, signed by you, for the agent to submit with the request. We may contact you to verify your identity and the authorized agent's permission before we can act on your request.

Please note that we may reject or decline requests, or limit the information we provide access to, if we determine it could risk the privacy of others, or if unreasonable or repetitive, or if it would require disproportionate effort, or for which a response is not otherwise required by local law.

As permitted by law, we may charge a reasonable fee in connection with responding in certain circumstances (such as if your request is frivolous/vexatious, repetitive, or excessive), but we do not charge for lodging a request.

Please understand that we cannot delete Personal Information in certain circumstances, such as where retention is required for our legitimate business or recordkeeping purposes, to fulfill a transaction you initiated prior to your request, or otherwise required by law (such as for fraud prevention or legal compliance). Please note that we will not unlawfully discriminate against you for exercising your privacy rights.

11. Country/Region-Specific Notices

Pitney Bowes Inc. is a global corporation with subsidiary companies located around the world. This Privacy Statement establishes our global principles (to the extent the law permits and/or requires) for the collection, use and disclosure of information gathered through our Sites. The country in which you are doing business with us or where the Site you are visiting is located or hosted may have specific requirements concerning Personal Information, which you may find below. If you believe that there are disclosures required by a law that is applicable to you, which you do not see in this Privacy Statement, please contact us as provided in this Privacy Statement.

Australia

Brazil

Europe

Japan

Latin America

12. State-Specific Notices (U.S.A.)

California

This section applies only to individuals who reside in the state of California.

Notice at Collection

We collect the categories of Personal Information for the purposes and retention described in this Privacy Statement. Additional information about your rights and other notice is provided in this section below.

Additional Disclosures Under the California Consumer Privacy Act (“CCPA”) As Amended by the California Privacy Rights Act (“CPRA”)

The following chart includes: (1) the categories of Personal Information, as defined under California law, that we plan to collect and have collected and disclosed within the preceding 12 months; and (2) the categories of third parties to which we disclosed Personal Information for our operational business purposes within the preceding 12 months.

Categories of Personal Information	Disclosed to Which Categories of Third Parties for Operational Business Purposes
Identifiers , such as name, contact information, online identifiers, IP address, account identifier, or email address.	Affiliates; vendors
Personal information, as defined in the California customer records law , such as name, contact information, insurance policy number, education, employment, employment history, financial information, medical information and health insurance information.	Affiliates; vendors
Characteristics of protected classifications under California or federal law , such as sex, age, race, religion, national origin, disability, medical conditions and information, citizenship, immigration status and marital status.	Affiliates; vendors

Commercial information , such as transaction information, purchase history and financial details.	Affiliates; vendors; business partners
Internet or network activity information , such as browsing history, online behavior, and interactions with our and other websites, applications and systems.	Affiliates; vendors; professional advisors, such as legal advisors; legal authorities, government agencies, and regulators
Geolocation data , such as device location, your physical location, and IP location.	Affiliates; vendors
Audio, electronic, visual, and similar information , such as images and audio, video or call recordings created in connection with our business activities.	Affiliates; vendors; professional advisors, such as legal advisors; legal authorities, government agencies, and regulators
Professional or employment-related information , such as employer.	Affiliates; vendors; professional advisors, such as legal advisers, accountants, and financial advisers; legal authorities, government agencies and regulators
Inferences drawn from any of the personal information listed above to create a profile or summary about, for example, an individual's preferences and characteristics.	Affiliates; vendors

Your Rights as a California Resident

Right to Disclosure of Information: You have the right to request that we disclose certain information regarding our practices with respect to Personal Information. If you submit a valid and verifiable request and we confirm your identity and/or authority to make the request, we will disclose to you any of the following at your direction:

1. The categories of Personal Information we have collected about you in the last 12 months.
2. The categories of sources for the Personal Information we have collected about you in the last 12 months.
3. Our business or commercial purpose for collecting that Personal Information.
4. The categories of third parties with whom we share that Personal Information.
5. The specific pieces of Personal Information we collected about you.
6. If we disclosed your Personal Information to a third party for a business purpose, a list of the Personal Information types that each category of recipient received.

Right to Delete Personal Information: You have the right to request that we delete your Personal Information collected from you and retained, subject to certain exceptions. Upon

receiving a verified request to delete your Personal Information, we will do so unless otherwise authorized by law.

Right to Correct Your Personal Information: If you find that we maintain inaccurate Personal Information, you have the right to request that we correct such inaccuracy. You may also be able to update or make corrections through your account.

Right to Limit Use of Sensitive Personal Information: You have the right to instruct us to limit our use of your Sensitive Personal Information to that which is necessary to provide the Services. You may do so by contacting us as detailed below.

Right to Opt Out of the Sale or Sharing of Your Personal Information: You have a right to opt-out of the sale or sharing of your Personal Information. You may, at any time, direct businesses that sell your Personal Information to third parties not to sell or share your Personal Information. You may do so by contacting us as detailed below.

Right to Non-Discrimination: You have the right not to be discriminated against for the exercise of your California privacy rights described above.

Your Rights Under California's Shine the Light Act

California residents are legally entitled (at no charge and no more than once per year) to request information about how we may have shared your information with others for their direct marketing purposes. To make such a request, please refer to the instructions provided in the Contact Us section below.

How to Exercise These Rights

If you wish to submit a request to exercise one or more of the rights listed above or if you have questions or concerns with respect to our Privacy Statement, please contact us using the information provided in the Contact Us. Please include your question or concerns in your letter to us, including the Pitney Bowes brands, Sites, products, and services relevant to your question or concern.

We will respond to verifiable requests for disclosure or deletion of Personal Information free of charge, within 45 days of receipt. We may extend the period where reasonably necessary, taking into account the complexity and number of requests, and will inform you of the extension.

To protect your privacy and the security of your information, we verify such requests by requesting identification documents and other documentation necessary to confirm your identity. Any additional information you provide will be used only to verify your identity and not for any other purpose.

Authorized Agents

If you want to make a request as an authorized agent on behalf of a California resident, you may use the submission methods noted above. As part of our verification process, we may request that you provide, as applicable, proof concerning your status as an authorized agent. In addition, we may require the individual on whose behalf you are making the request to verify their own identity or your permission to submit the request.

Additional Information About Disclosure of Personal Information of California Residents
Pitney Bowes does not sell your Personal Information to third parties. However, there are certain situations where we may share your Personal Information where permitted by law, for example:

1. Within the Pitney Bowes family of businesses,
2. With third parties that perform services for us or on our behalf (such as credit card companies, credit and/or investigative reporting agencies, finance companies, transport companies, consultants, advisors and market research firms), or
3. For marketing campaigns conducted by us or other companies or organizations that offer Pitney Bowes-related products or services we believe may be of interest to our clients.

Our service providers are required to keep the Personal Information received from us confidential and secure in accordance with this Privacy Statement and they may not use it for any purpose other than the purpose for which Pitney Bowes provided it.

As outlined in the Your Rights section you have the right to know more about the Personal Information we have about you. To obtain this information, please refer to the instructions provided in the Your Rights section.

If you wish to opt-out of receiving marketing communications from Pitney Bowes or make changes to your Personal Information, please refer to the instructions provided in the Your Choices and Contact Us sections.

13. Product-Specific Statements

Pitney Bowes offers a wide range of products and services. In some instances, additional data collection practices and privacy statements may apply to specific Pitney Bowes products. Those privacy statements are provided within the product and may be found below. In case of contradictions between the general Privacy Statement of Pitney Bowes and the information in a product-specific statement, the information in the product-specific statement will take precedence.

- [Personal Shipping](#)

14. Use of Sites by Minors

Pitney Bowes does not direct its Sites to minors and we do not knowingly collect Personal Information from minors. If we become aware of such processing, we will take steps to stop it and to delete such Personal Information. If you believe we mistakenly or unintentionally collected any information from a child, please notify us by using the contact information listed below in the Contact Us section of this Privacy Statement.

15. Changes to this Privacy Statement

Pitney Bowes may change this Privacy Statement from time to time and at its discretion. We will indicate at the top of the Privacy Statement when it was most recently updated. We will not use your Personal Information in ways that differ materially from this Privacy Statement without prior notice to you. You are responsible for ensuring we have a current and deliverable email address for you. Please check back periodically to see any updates or changes to our Privacy Statement. Your continued use of our Sites indicates your consent to this Privacy Statement and any amended version of it.

16. Contact Us About this Privacy Statement

If you have any questions or comments about this Privacy Statement, please contact us at:

Global Data Protection Office
c/o Pitney Bowes Inc.
3001 Summer St
Stamford, CT USA 06926-0700

or

Email us @ privacyoffice@pb.com

Please see below for contact information for the following countries, which should be used if you have a question, comment, or complaint about this Privacy Statement for your specific country

Australia

Brazil

Germany

India

Japan

Attachment B4 to State of North Carolina NASPO Participating Addendum

DI2000™ TERMS AND CONDITIONS

(Updated: February 14, 2024)

The following provisions apply when you buy or lease the DI2000™ inserting system (the “**System**”) and are in addition to the Pitney Bowes Terms. These System terms, the executed order (the “**Order**”) and the Pitney Bowes Terms make up your agreement with Pitney Bowes (the “**Agreement**”). Capitalized terms not defined below will have the same meanings set out in the Pitney Bowes Terms.

D1. SYSTEM FEES

D1.1 System Fees. We will invoice you the System fees listed on the Order. You agree to provide accurate information about base and measured usage rates to us. If the information is not accurate, we reserve the right to estimate such usage and make adjustments based on actual usage on your next invoice.

D2. SYSTEM MAINTENANCE SERVICES

D2.1 Service Level Options.

(a) **Standard SLA**, PBI will repair the System during the Initial Service Term or any Renewal Service Term (each term as defined in Section (b) below) (the “**Service Term**”). You are also entitled to preventative maintenance. Preventative maintenance will consist of inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. PBI will inform you of the recommended timing for preventative maintenance required. You will make the System reasonably available to PBI for preventative maintenance. Alterations to the System not authorized by us are strictly prohibited and will void your SLA. If the System needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service.

Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. “**Normal Working Hours**” means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI- observed U.S. holidays, in the time zone where the System or other items are located.

(b) System Maintenance Term. PBI will provide you with maintenance service for twelve months, if you don't have a Lease, or for the Lease Term, if you are leasing the System (the “**Initial Service Term**”). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A “RENEWAL SERVICE TERM”) UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew the maintenance service, you must deliver a written notice (the “**Termination Notice**”) at least 60 days prior to the renewal of the term to us at 27 Waterview Drive, Shelton, CT 06484. Your Termination Notice must include your customer account number or CAN and lease number (if applicable). PBI reserves the right not to renew your SLA for any reason. If you elect to terminate the maintenance service without cause prior to the expiration of the then applicable Service Term, no pro-rata refund will be provided, even if any prepaid hours of service have not yet been performed by us.

D2.2 Repair Service. If the System is under warranty, and we need to take the System back, PBI will be responsible for all transportation costs. We will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. Lubricants and other materials needed to service the System, except Consumable Supplies and replacement printheads, are provided without additional charge. Not included as normal wear is coverage for repairs made necessary due to any DI2000 Excluded Circumstance (defined below). If off site service is not successful, then a customer service representative will be sent to your location.

D2.3 System Maintenance Fees. If the Order specifies the purchase of maintenance services, you will

pay the fees for the Initial Service Term, and any Renewal Service Term, upon receipt of our invoice. We may increase the fees for any Renewal Service Term, and any increases will be reflected on your invoice. If you are leasing, the fees will be incorporated into your payment cycle. If you receive service for repairs caused by any DI2000 Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. "DI2000 Excluded Circumstance": Notwithstanding anything in this Agreement to the contrary, PBI will not be responsible: (i) for maintaining any System that you have failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions; (ii) if reasonable care is not used in handling, operating, and maintaining the System; (iii) if the System is not used in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) if the inability of any System to perform is due to any act or failure to act by you, including without limitation, any alteration of or adding components to any System; (v) for unqualified operators' use of the System; (vi) for use of the System in a manner not intended; (vii) for use of the System to process applications not previously approved in writing by PBI; (viii) for use of damaged materials, such as paper or envelopes; (ix) if someone other than us services the System; (x) if you don't use required software updates; (xi) if you use the System with any equipment where we have told you that we will no longer provide support or that we have advised you is no longer compatible; (xii) if you use third party supplies (such as ink), hardware or software that results in (1) damage to the System (including damage to printheads), (2) poor indicia, text or image print quality, (3) indicia readability failures, or (4) a failure to print indicia, text or images; or (xiii) for damage to the System resulting from your missed preventative maintenance appointment. If PBI performs any repairs or maintenance as a result of any of the foregoing, you will pay PBI at its normal rates in effect at such time. If you exceed the cycle volume of your Equipment specified on the Order, PBI will bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "Overage"). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. The rate in effect as of March 2020 is 0.0022 cents per cycle and is subject to change at our discretion. We will not be obligated to provide any maintenance services before receiving full payment of any applicable invoice.

D2.4 Replacement Equipment. If you acquire an attachment, or add a unit, to the System, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and will automatically enroll you for maintenance coverage on the new components at PBI's then current annual rates. If you choose not to continue coverage on the replacement component, attachment or unit, you may cancel the maintenance service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance services on the System, attachment or unit will be subject to PBI's current rates.

D2.5 Service Changes. PBI may modify its maintenance service by giving written notice to you (a "**Service Change Notice**"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate maintenance service by giving us a termination notice at the address indicated in Section D2.1(b).

D2.6 Additional Service Terms.

(a) Maintenance service excludes the supply of postal and carrier rate changes and Consumable Supplies.

(b) Self-Service Maintenance. WE WILL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY YOU OR ANY THIRD PARTY, CAUSED BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY YOU.

(c) You can't elect to have maintenance service apply to some but not all of the components of the System. Maintenance service doesn't include services and repairs that are made necessary due to any DI2000 Excluded Circumstance.

D2.7 Support Services. If you request that we provide services such as installation, maintenance, training, consulting, systems integration and data conversion or other similar support services ("**Support Services**"), charges for such services are in addition to the price of the System, unless otherwise specified in the Order.

D3. WARRANTIES; LIMITATION OF LIABILITY

D3.1 PBI System Warranty. The warranty on any System will run for a period of 90 days from the date of delivery, or if installed by PBI, then 90 days from the date of installation, or until the System reaches PBI's System usage limits, whichever occurs first.

D4. DELIVERY; INSTALLATION; RETURNS

D4.1 Delivery. You will pay all costs for transporting the System from PBI's facility to the location designated in the Order. We will make commercially reasonable efforts to deliver the System on the delivery date in the Order but cannot guarantee a specific date.

D4.2 Installation. You must provide a suitable power source, access, and space for installation according to PBI's specifications. You must give us advance notice of any site problems.

D4.3 Returns. Unless the System fails to conform to the express warranties in Section D3.1, the System will not be returned to us.

Attachment B.5 to State of North Carolina NASPO Participating Addendum

ADDITIONAL TERMS AND CONDITIONS FOR ADDRESSRIGHT® PRINTERS

(Updated: February 14, 2024)

The following provisions apply when you purchase, lease or rent an AddressRight® Printer and are in addition to the Pitney Bowes Terms. These additional terms, the executed order (the “**Order**”) and the Pitney Bowes Terms make up your agreement with Pitney Bowes (the “**Agreement**”). Capitalized terms not defined below will have the same meanings set out in the Pitney Bowes Terms.

Sheet separators for your AddressRight® Printer are Consumable Supplies under Section 1(f) of the Pitney Bowes Terms and therefore not covered by the warranty in Section 1 of the Pitney Bowes Terms. Sheet separators are also not covered by your SLA in Section 25 of the Pitney Bowes Terms.

Depending on your use of your AddressRight® Printer, sheet separators may require frequent replacement. If a sheet separator needs to be replaced, you may either: (i) replace it yourself in accordance with the Operator Guide furnished to you with your AddressRight® Printer; or (ii) schedule a service visit with Pitney Bowes to replace it for you. Unless you purchase a sheet separator service subscription, you will need to pay for each service visit to replace the sheet separator at Pitney Bowes’ then current rates. The parties will agree on a mutually convenient time for the service visit. You must have a Standard or Performance SLA to purchase this subscription for your sheet separator. Your Standard or Performance SLA will cover the remaining parts of your AddressRight® Printer to the extent applicable under the Pitney Bowes Terms.

If you choose to purchase a sheet separator service subscription, then during the term of the subscription, you will be entitled to receive eight (8) or sixteen (16) service visits to replace sheet separators, as specified in the Order, during each twelve-month period (“**Subscription Year**”) commencing on the date of installation of your AddressRight® Printer when the subscription is ordered with the AddressRight® Printer, or on the Order date when the subscription is ordered after installation. If your Subscription Year extends beyond the expiration of your rental or lease, your subscription will expire at the end of the rental or lease term. In this case, we will refund a portion of your subscription fee to you based on the amount of time remaining in your Subscription Year.

If you do not use the number of service visits covered by your subscription in any Subscription Year, you will not be entitled to carry over the unused number of service visits into the next Subscription Year. If you require service visits in any Subscription Year in excess of the covered number under your subscription, you will be billed separately for each additional service visit at Pitney Bowes’ then current rates. In addition, because sheet separators are Consumable Supplies, you will be required to pay for each replacement at the then current price, whether or not you have a subscription.

Each subscription will cover only that AddressRight® Printer identified in the Order for such subscription. The subscription term will initially be for one year (“**Initial Term**”). **THE SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR CONSECUTIVE ONE-YEAR TERMS (EACH A “RENEWAL TERM”) UNLESS YOU TERMINATE THE SUBSCRIPTION, AS PROVIDED BELOW, OR THE LEASE OR RENTAL OF THE COVERED ADDRESSRIGHT PRINTER EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW.** The cost of the subscription during the Initial Term will be at the price specified in the Order. We may increase the cost of the subscription for any Renewal Period, and any increases will be reflected on your invoice. If you don’t wish to renew the subscription, you must deliver a written notice (the “**Termination Notice**”) at least sixty days prior to the renewal of the term to us at 27 Waterview Drive,

Shelton, CT 06484 or you may notify us by creating a case at <https://www.pitneybowes.com/us/support/contact-us.html> (follow the instructions under “how to create a case”). Your Termination Notice must include your customer account number and lease or rental number (if applicable). We reserve the right not to renew the subscription for any reason.

Attachment C

SUMMARY OF LEASING/RENTAL PROGRAMS UNDER SOLICITATION # BPM003137

Pitney Bowes Global Financial Services offers a variety of equipment leasing and lease/rental programs to enable your agency to acquire the equipment it needs with the innovative financing solution that works best for you. Notwithstanding the foregoing, Only Options A and C below may be used for the DI2000 and Lockers.

LEASE TO OWN - Option A

This program provides a 24, 36, 48 or 60 Month Lease and is available only to city and state agencies, such as public school districts, municipal hospitals, police and fire departments. Due to the tax exempt status of the Lessee, rates are much lower than standard Fair Market Value Lease rates. Title to the Equipment passes up front and at the end of the lease term, lessee owns the equipment (excluding meter). (Non-profits, private universities & schools and non-State or Local agencies are excluded from this program). Sales & Purchase Tax will be charged, if required under Your State Statute.

FAIR MARKET VALUE Rental - Option B This program provides you with 24, 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 with a termination charge of 90 day notice of cancellation and pay one quarterly payment. Sales & Purchase Tax will be charged, if required under Your State Statute.

FAIR MARKET VALUE LEASE - Option C

This program provides you with a 24, 36, 48 or 60 Month lease term with the option to purchase the equipment at the end of the lease for its then Fair Market Value or you can enter into a new Lease, or return the equipment. Sales & Purchase Tax will be charged, if required under Your State Statute.

SPECIAL COTERMINOUS LEASE RATES

Pitney Bowes can offer to our current leasing customers the opportunity to enter into a "coterminous lease" for the purposes of acquiring additional accessories and solutions for their current equipment. The term of the lease will be consistent with the number of months remaining on the lease contract for the existing equipment. For example, a customer with 18 months remaining on a lease will be offered an 18 month lease for additional accessories or solutions. Invoices will show two separate line items reflecting the current machine lease and the new coterminous lease. The coterminous lease will be subject to the same terms and conditions as the original lease. Below are the monthly co-terminus lease rates for NASPO ValuePoint BPB003137 Financing Option A, Option B, and Option C. Please note that in no event shall the lease term for a DM Infinity meter go beyond 6/30/2024.

Co-Term Rates				
TERM	OPTION A	OPTION B	OPTION C	
12	0.0883	0.0931	0.08842	
15	0.0715	0.0764	0.07170	
18	0.0604	0.0653	0.06056	
21	0.0524	0.0573	0.05261	
24	0.0464	0.0514	0.04660	
27	0.0419	0.0468	0.04214	
30	0.0382	0.0431	0.03844	
33	0.0351	0.0402	0.03542	
36	0.0326	0.0377	0.03290	
39	0.0305	0.0356	0.03089	
42	0.0287	0.0338	0.02907	
45	0.0271	0.0323	0.02750	
48	0.0257	0.0309	0.02610	
51	0.0245	0.0298	0.02499	
54	0.0234	0.0288	0.02392	
57	0.0225	0.0279	0.02296	

OPTION A – NASPO VALUEPOINT STATE AND LOCAL LEASE TO OWN TERMS AND CONDITIONS

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor pursuant to the Master Agreement awarded under Solicitation BPM003137 and will be the Lessor under this Lease to Own 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 USPS regulations, only PBI can own a Meter.

The pricing plan for the NASPO ValuePoint Lease to Own Terms and Conditions is as follows:

Monthly Rate Factors:

Term:	Lease to Own Rate:
24	.0464
36	.0326
48	.0257
60	.0216

Thank you for choosing Pitney Bowes products and services. These Terms, the executed order (the “**Order**”), your State’s Participating Addendum and the NASPO ValuePoint Master Agreement, and any exhibits attached thereto, make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**We**”, “**our**” or “**us**” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “**You**” or “**your**” refers to the entity identified on the Order. “**Master Agreement**” means NASPO ValuePoint Master Agreement awarded under Solicitation BPM003137 for Mailing 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. “**State Participating Addendum**” means the bilateral agreement executed by us and your participating state incorporating the Master Agreement. “**Meter**” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro 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 27; and the Soft-Guard Program outlined in Section 29. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software. “**Lease**” means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease to Own Terms and Conditions; (ii) General Terms; (iii) a Service Level Agreement (“**SLA**”); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

LEASE TO OWN TERMS AND CONDITIONS

1. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries ("PBGFS"), provides you with the leasing services. The term of this Lease is the number of months stated on the Order, unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 below (the "**Lease Term**"). For new Leases, the Lease Term begins on the date the Equipment is shipped if we don't install the Equipment, and the date of installation if we install the Equipment ("Install Equipment"). If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been installed, then your Lease Term will commence to align with your current periodic invoice date. **You may not cancel this Lease for any reason, except as expressly set forth in Section 8 below, and all payment obligations under this Lease are unconditional.** PBI owns any Meter as USPS regulations require.

2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a "**Periodic Payment**"). You will make each Periodic Payment by the due date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license and maintenance fees and other charges. Any Meter Services fees, SLA fees and subscription fees (collectively "**PBI Payments**") will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase. Your obligations, including your obligation to pay the Periodic Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Periodic Payment due under this Agreement.

3. Equipment Ownership

PBI owns any Meter. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to non-appropriation under Section 8. If you default, or terminate this Agreement by non-appropriation under Section 8, you, at your expense, shall 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 a service carrier specified by us to pick up and ship them to us in the same condition as when delivered to you, reasonable wear and tear excepted.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. EACH OF PBGFS AND THE BANK (AS HEREINAFTER DEFINED) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS AND THE BANK AREN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

5. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent, which will not be unreasonably withheld.

6. Risk of Loss

- (a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of delivery (as described in the Master Agreement) 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 self-insure against Loss for its full replacement value.

7. Other Lease Terms

- (a) If more than one lessee is named in this Lease, liability is joint and several.
- (b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. Notwithstanding the foregoing, transfers authorized by N.C.G.S. §143A-6 are not prohibited or limited. We may sell or assign all or part of this Lease or the Equipment, but it will not affect your rights or obligations.
- (c) We will provide you with a welcome letter by email.
- (d) All applicable taxes required to be collected by us will be shown on the invoice.

8. Non-Appropriation

See Master Agreement—Section State of Arizona Uniform Terms Para 4.4 Availability of Funds for the Next State fiscal year and Para 4.5. Availability of Funds for the current State fiscal year and Participating Addendum Section 4.L Availability of Funds.

9. Representations

You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “Code”); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Periodic Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Periodic Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Periodic Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Periodic Payments you agree to pay as provided in this Agreement, subject to Section 8. The rate at which the interest portion of Periodic Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an “arbitrage bond” within the meaning of Section 148(a) of the Code or a “private activity bond” within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. This Section shall survive the termination of this Agreement.

GENERAL TERMS

Option A -State of North Carolina NASPO ValuePoint Lease to Own Terms and Conditions (Version 11/24)

10. Warranties

PBI provides you with the warranty as provided in the Master Agreement. PBI further warrants that all PBI-branded equipment (“**PBI Equipment**”) will be free from defects in material and workmanship and will perform according to the operator guides for a period of one year from the date of acceptance (the “Warranty Period”). The DI2000™ inserting system has its own unique warranty that you can see at pitneybowes.com/us/state-and-local-government-solutions/states.html.

- (a) A defect doesn’t include the failure of rates within a rate update to conform to published rates.
- (b) We warrant that any service (“**Service**”) we perform under the SLA set out in Sections 19 through 24 will be performed in a professional and workmanlike manner.
- (c) **YOUR SOLE REMEDY DURING THE WARRANTY PERIOD FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICES, REPERFORM THE SERVICE.**
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. “**Excluded Circumstance**” is a circumstance outside of PBI’s control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that 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 equipment (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.
- (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
- (f) The warranty doesn’t cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items (“**Consumable Supplies**”).
- (g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

11. **Limitation of Liability.** NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS .

12. Default and Remedies

- (a) If you don’t make any payment within three days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you written notice to cure or you

become insolvent or file for bankruptcy, you will be in default and we may:

- (i) cancel this Agreement and any other agreements Pitney Bowes has with you;
 - (ii) require you to pay to us immediately all amounts payable under the Lease or other agreements, whether then due or payable in the future;
 - (iii) disable the Meter;
 - (iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
 - (v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;
 - (vi) Reserved;
 - (vii) Reserved; and
 - (viii) pursue any other remedy, including repossessing the Equipment and Meter with reasonable notice to you. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.
- (b) Reserved.
- (c) We may suspend any services during any period that your account is more than thirty days past due.

13. Taxes

Please see Participating Addendum Section Q.

14. Embedded Software; Applications

- (a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.
- (b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. Each application you access will have its own terms and conditions applicable to your use of that application located within it. Notwithstanding references to additional license agreements of Third Parties, you have no financial obligation or liability to us under such additional license agreements. You will not knowingly violate the licensing limitations stated in such additional license agreements.

- 15. Internet Access Point. The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.**

16. Uniform Commercial Code

You authorize us to file a Uniform Commercial Code financing statement that names you as debtor/lessee with respect to the Equipment. We have the right to recover the Equipment if you haven't paid for it.

17. Analog Connectivity

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER

PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

18. Miscellaneous

- (a) We will use your information in accordance with our [Privacy Statement \(Attachment B.3, Exhibit B-4 of the Participating Addendum\)](#) and will protect the security of such information in accordance with NC Department of Information Technology Security Standards and Policies.
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void. Notwithstanding the foregoing, transfers authorized by N.C.G.S. §143A-6 are not prohibited or limited.
- (e) Reserved.
- (f) **ANY LEGAL ACTION MUST BE FILED WITHIN THE APPLICABLE STATUTE OF LIMITATIONS PERIOD UNDER NORTH CAROLINA LAW.**
- (g) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (h) Reserved.
- (i) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (j) Reserved.
- (k) Reserved.
- (l) You agree to comply with all applicable export control laws and regulations.
- (m) If there is a conflict between any of these Terms, your State's Participating Addendum and the Master Agreement, the State's Participating Addendum shall prevail.

SERVICE LEVEL AGREEMENT

19. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding Equipment with charges based on volume of use ("**Usage-based Equipment**") and any DI2000™ (the covered equipment is called "**Covered Equipment**").

20. Service Level Options

- (a) (i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 21) (the “**Service Term**”). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won’t incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. “**Normal Working Hours**” means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.
- (ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for Covered Equipment until PBI receives it.

21. Service Term

PBI will provide you with Service for twelve months, if you don’t have a Lease, or the Lease Term, if you are leasing Equipment (the “**Initial Service Term**”). PBI reserves the right not to renew your SLA for any reason.

22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be in accordance with the NASPO pricebook and reflected on your invoice. If you request service for repairs caused by any Excluded Circumstance, PBI will provide service at PBI’s current hourly rates and for any required parts but only upon your written agreement to receive such services. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the “Overage”). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

23. Service Changes

PBI may modify its Service by giving written notice to you (a “**Service Change Notice**”), which will state whether the change is material. Service Changes shall not be effective unless a written amendment is duly executed by the authorized parties.

24. Additional Service Terms

You can’t elect to have Service apply to some but not all of the items of Equipment. Service doesn’t include

services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

25. Equipment Rental and Meter Services

This Equipment Rental and Meter Services Section applies to you whenever you rent Equipment and whenever you obtain Meter Services from us.

- (a) If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "**Initial Term**"), we may increase the rental and/or Meter Services fees in accordance with the Master Agreement. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.
- (b) Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted. We reserve the right to recover or disable the Meter and terminate your use at any time if you are in violation of USPS regulations.

26. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "**Bank**") for deposit into your Reserve Account that you maintain with the Bank (your "**Reserve Account**") or you may transfer funds to the United States Postal Service (the "**USPS**") through a lockbox bank (a "**Lockbox Bank**"). See the "USPS Acknowledgment of Deposit" below for more information. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power®), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

27. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

28. Terms of Use of Meter; 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. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location, which consent shall not be unreasonably withheld. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't 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 enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, 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. 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 by USPS of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

(b) You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.

(c) USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

29. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't 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. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

30. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties. Notwithstanding the foregoing, our access and downloading of your information and the sharing of individually identifiable information or aggregate data shall be interpreted with the application of N.C.G.S. §143B-1320 definitions of cybersecurity incident and significant cybersecurity incident, N.C.G.S. §75-61 and §14-113-20(b) definitions of personal information, together with other Applicable Laws. The Parties acknowledge that some such information may include public information pursuant to N.C.G.S. §132-1 *et seq.*, the N.C. Public Records Act, and non-public information or security information pursuant to Article 7 of Chapter 15 of the N.C. General Statutes, e.g., N.C.G.S. §143B-1375 *et seq.* and the State's Security Manual. The Parties agree that the State may

request use of filters or other technologies to prevent transmission, receipt or collection of information or data consistent with the State's Security Manual or other security policies; and that the Parties will negotiate such measures in good faith at the State's request.

31. Value Based Services.

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. 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. 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 days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

32. Acknowledgement of Deposit

This section of this Agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) 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.
- (b) 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.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.

- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) 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.

33. Reserved.

PRODUCT SPECIFIC TERMS

34. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are attached to the Participating Addendum and are incorporated herein.

35. DI2000 Inserting System Terms

Certain provisions which apply when you acquire a DI2000 inserting system and when you purchase a service plan for it are attached to the Participating Addendum and are incorporated herein .

36. Pitney Bowes® Intelligent Locker Solutions

The Pitney Bowes Intelligent Locker Solutions may include a statement of work. You will self-insure the Equipment insured against Loss for its full replacement value.

37. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are attached to the Participating Addendum and are incorporated herein.

38. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

OPTION B – NASPO VALUEPOINT FAIR MARKET VALUE RENTAL TERMS AND CONDITIONS

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor pursuant to the Master Agreement awarded under Solicitation BPM003137 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 USPS regulations, only PBI can own a Meter. This Option B may not be used for the DI2000 Inserting System or the Pitney Bowes Intelligent Locker Solutions.

The pricing plan for the NASPO ValuePoint Fair Market Value Rental Terms and Conditions is as follows:

Monthly Rate Factors:

Term:	Rate:
24	.0514
36	.0377
48	.0309
60	.0270

Thank you for choosing Pitney Bowes products and services. These Terms, the executed order (the “**Order**”), your State’s Participating Addendum and the NASPO ValuePoint Master Agreement and any exhibits attached thereto, make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**We**”, “**our**” or “**us**” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “**You**” or “**your**” refers to the entity identified on the Order. “**Master Agreement**” means NASPO ValuePoint Master Agreement awarded under Solicitation BPM003137 for Mailing 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. “**State Participating Addendum**” means the bilateral agreement executed by us and your participating state incorporating the Master Agreement. “**Meter**” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro 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 27; and the Soft-Guard Program outlined in Section 29. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software. “**Lease**” means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement (“**SLA**”); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

LEASE TERMS

1. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries (“PBGFS”), provides you with the leasing services. The term of this Lease is the number of months stated on the Order unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 or 9 below (the “**Lease Term**”). For a New Leases, the Lease Term begins on the date the Equipment is shipped if we don’t install the Equipment, and the date of installation if we install the Equipment (“Install Equipment”). If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been installed, then your Lease Term will commence to align with your current periodic invoice date. **You may not cancel this Lease for any reason, except as expressly set forth in Sections 8 and 9 below, and all payment obligations under this Lease are unconditional.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require.

2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a “**Periodic Payment**”). You will make each Periodic Payment by the due date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license and maintenance fees and other charges. Any Meter Services fees, SLA fees and subscription fees (collectively “**PBI Payments**”) will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Periodic Payment due under this Agreement.

3. End of Lease Options

During the 90 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment “as is, where is” for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted, and pay us our then applicable processing fee (including any equipment return 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 a service carrier specified by us to pick up and ship them to us.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. EACH OF PBGFS AND THE BANK (AS HEREINAFTER DEFINED) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS AND THE BANK AREN’T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

5. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent, which will not be unreasonably withheld.

6. Risk of Loss

- (a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of delivery (as described in the Master Agreement) 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 self-insure against Loss for its full replacement value.

7. Other Lease Terms

- (a) If more than one lessee is named in this Lease, liability is joint and several.
- (b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. Notwithstanding the foregoing, transfers authorized by N.C.G.S. §143A-6 are not prohibited or limited. We may sell or assign all or part of this Lease or the Equipment, but it will not affect your rights or obligations.
- (c) We will provide you with a welcome letter by email.
- (d) All applicable taxes required to be collected by us will be shown on the invoice.

8. NON-APPROPRIATION

See Master Agreement—Section State of Arizona Uniform Terms Para 4.4 Availability of Funds for the Next State fiscal year and Para 4.5. Availability of Funds for the current State fiscal year and Participating Addendum Section L Availability of Funds.

9. EARLY TERMINATION

You acknowledge that you intend to enter into this Lease for the entire Lease Term and you further acknowledge that we have relied upon such representation when determining the applicable pricing plan. This Lease is cancellable prior to the expiration of the Lease Term (other than for non- appropriations) for an amount equal to three monthly rental payments.

GENERAL TERMS

10. Warranties

PBI provides you with the warranty as provided in the Master Agreement. PBI further warrants that all PBI-branded equipment (“**PBI Equipment**”) will be free from defects in material and workmanship and will perform according to the operator guides for a period of one year from the date of acceptance (the “**Warranty Period**”).

- (a) A defect doesn’t include the failure of rates within a rate update to conform to published rates.
- (b) We warrant that any service (“**Service**”) we perform under the SLA set out in Sections 19 through 24 will be performed in a professional and workmanlike manner.

- (c) **YOUR SOLE REMEDY DURING THE WARRANTY PERIOD FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.**
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. **“Excluded Circumstance”** is a circumstance outside of PBI’s control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that 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 equipment (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.
- (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
- (f) The warranty doesn’t cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items (**“Consumable Supplies”**).
- (g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

11. Limitation of Liability

NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS.

12. Default and Remedies

- (a) If you don’t make any payment within three days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you written notice to cure or you become insolvent or file for bankruptcy, you will be in default and we may:
 - (i) cancel this Agreement and any other agreements Pitney Bowes has with you;
 - (ii) require you to pay to us immediately all amounts payable under the Lease or other agreements, whether then due or payable in the future;
 - (iii) disable the Meter;
 - (iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
 - (v) if you don’t return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;
 - (vi) Reserved;
 - (vii) Reserved; and
 - (viii) pursue any other remedy, including repossessing the Equipment and Meter with

reasonable notice notice to you. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.

- (b) Reserved.
- (c) We may suspend any services during any period that your account is more than thirty days past due.

13. Taxes.

Please see Participating Addendum Section Q.

14. Embedded Software; Applications

- (a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.
- (b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. Each application you access will have its own terms and conditions applicable to your use of that application located within it. Notwithstanding references to additional license agreements of Third Parties, you have no financial obligation or liability to under such additional license agreements. You will not knowingly violate the licensing limitations stated in such additional license agreements.

15. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

16. Uniform Commercial Code

We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities.

Analog Connectivity. IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

17. Miscellaneous

- (a) We will use your information in accordance with our [Privacy Statement](#) (Attachment B.3, Exhibit B-4 of the Participating Addendum) and will protect the security of such information in accordance with NC Department of Information Technology Security Standards and Policies.
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.

- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void. Notwithstanding the foregoing, transfers authorized by N.C.G.S. §143A-6 are not prohibited or limited.
- (e) Reserved.
- (f) **ANY LEGAL ACTION MUST BE FILED WITHIN THE APPLICABLE STATUTE OF LIMITATIONS PERIOD UNDER NORTH CAROLINA LAW.**
- (g) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (h) Reserved.
- (i) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (j) Reserved.
- (k) Reserved.
- (l) You agree to comply with all applicable export control laws and regulations.
- (m) If there is a conflict between any of these Terms, your State's Participating Addendum and the Master Agreement, the State's Participating Addendum shall prevail.

SERVICE LEVEL AGREEMENT

18. Applicability of SLA.

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding Equipment with charges based on volume of use ("Usage-based Equipment") (the covered equipment is called "Covered Equipment").

19. Service Level Options

- (a) (i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 21) (the "**Service Term**"). You are also entitled to:
 - (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and
 - (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly

charges unless service is performed outside Normal Working Hours, which will be done only with your consent. “**Normal Working Hours**” means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

(ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

20. Service Term. PBI will provide you with Service for twelve months, if you don’t have a Lease, or for the Lease Term, if you are leasing Equipment (the “Initial Service Term”). PBI reserves the right not to renew your SLA for any reason.

21. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s).. We may increase the SLA fees after the Initial Service Term, and any increases will be in accordance with the NASPO pricebook and reflected on your invoice. If you request service for repairs caused by any Excluded Circumstance, PBI will provide service at PBI’s current hourly rates and for any required parts but only upon your written agreement to receive such services. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the “Overage”). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

22. Service Changes

PBI may modify its Service by giving written notice to you (a “**Service Change Notice**”), which will state whether the change is material. Service Changes shall not be effective unless a written amendment is duly executed by the authorized parties.

23. Additional Service Terms

You can’t elect to have Service apply to some but not all of the items of Equipment. Service doesn’t include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI’s then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI’s current rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

24. Equipment Rental and Meter Services

This Equipment Rental and Meter Services Section applies to you whenever you rent Equipment and whenever you obtain Meter Services from us.

- (a) If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "**Initial Term**"), we may increase the rental and/or Meter Services fees in accordance with the Master Agreement. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.
- (b) Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted. We reserve the right to recover or disable the Meter and terminate your use at any time if you are in violation of USPS regulations.

25. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into your Reserve Account that you maintain with the Bank (your "**Reserve Account**") or you may transfer funds to the United States Postal Service (the "**USPS**") through a lockbox bank (a "**Lockbox Bank**"). See the "USPS Acknowledgment of Deposit" below for more information. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

26. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

27. Terms of Use of Meter; 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. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't 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 enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, 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. 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 by USPS of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations

regarding its use.

- (b) You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.
- (c) USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

28. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't 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. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

29. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties. Notwithstanding the foregoing, our access and downloading of your information and the sharing of individually identifiable information or aggregate data shall be interpreted with the application of N.C.G.S. §143B-1320 definitions of cybersecurity incident and significant cybersecurity incident, N.C.G.S. §75-61 and §14-113-20(b) definitions of personal information, together with other Applicable Laws. The Parties acknowledge that some such information may include public information pursuant to N.C.G.S. §132-1 *et seq.*, the N.C. Public Records Act, and non-public information or security information pursuant to Article 7 of Chapter 15 of the N.C. General Statutes, e.g., N.C.G.S. §143B-1375 *et seq.* and the State's Security Manual. The Parties agree that the State may request use of filters or other technologies to prevent transmission, receipt or collection of information or data consistent with the State's Security Manual or other security policies; and that the Parties will negotiate such measures in good faith at the State's request.

30. Value Based Services.

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. 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. 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 days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

31. Acknowledgement of Deposit

This section of this Agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The “acknowledgement of deposit” terms are as follows:

- (a) 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.
- (b) 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.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) 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.

32. Reserved.

PRODUCT SPECIFIC TERMS

33. Software

Option B – State of North Carolina NASPO ValuePoint FMV Rental Terms and Conditions (Version 11/24)

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are attached to the Participating Addendum and are incorporated herein.

34. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are attached to the Participating Addendum and are incorporated herein. .

35. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

OPTION C – NASPO VALUEPOINT FAIR MARKET VALUE LEASE TERMS AND CONDITIONS

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor pursuant to the Master Agreement awarded under Solicitation BPM003137 and will be the Lessor under this Fair Market Value Lease Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to USPS regulations, only PBI can own a Meter. This Option C may not be used for the Pitney Bowes Intelligent Locker Solutions.

The pricing plan for the NASPO ValuePoint Fair Market Value Lease Terms and Conditions is as follows:

Monthly Rate Factors:

<u>Term:</u>	<u>Lease Rate:</u>
24	.0466
36	.0329
48	.0261
60	.0221

Thank you for choosing Pitney Bowes products and services. These Terms, the executed order (the “**Order**”), your State’s Participating Addendum and the NASPO ValuePoint Master Agreement and any exhibits attached thereto, make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**We**”, “**our**” or “**us**” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “**You**” or “**your**” refers to the entity identified on the Order. “**Master Agreement**” means NASPO ValuePoint Master Agreement awarded under Solicitation BPM003137 for Mailing 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. “**State Participating Addendum**” means the bilateral agreement executed by us and your participating state incorporating the Master Agreement. “**Meter**” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro 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 27; and the Soft-Guard Program outlined in Section 29. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software. “**Lease**” means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement (“**SLA**”); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

LEASE TERMS

1. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries (“PBGFS”), provides you with the leasing services. The term of this Lease is the number of months stated on the Order, unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 or 9 below (the “**Lease Term**”). For a New Leases, the Lease Term begins on the date the Equipment is shipped if we don’t install the Equipment, and the date of installation if we install the Equipment (“Install Equipment”). If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been installed, then your Lease Term will commence to align with your current periodic invoice date. **You may not cancel this Lease for any reason, except as expressly set forth in Section 8 and 9 below and all payment obligations under this Lease are unconditional.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 3, you don’t have the right to become the owner of the Equipment at the end of the Lease Term.

2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a “**Periodic Payment**”). You will make each Periodic Payment by the due date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license and maintenance fees and other charges. Any Meter Services fees, SLA fees and subscription fees (collectively “**PBI Payments**”) will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Periodic Payment due under this Agreement.

3. End of Lease Options

During the 90 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment “as is, where is” for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted, and pay us our then applicable processing fee (including any equipment return 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 a service carrier specified by us to pick up and ship them to us.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. EACH OF PBGFS AND THE BANK (AS HEREINAFTER DEFINED) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS AND THE BANK AREN’T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

5. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent, which will not be unreasonably withheld.

6. Risk of Loss

- (a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of delivery (as described in the Master Agreement) 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 self-insure against Loss for its full replacement value.

7. Other Lease Terms

- (a) If more than one lessee is named in this Lease, liability is joint and several.
- (b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. Notwithstanding the foregoing, transfers authorized by N.C.G.S. §143A-6 are not prohibited or limited. We may sell or assign all or part of this Lease or the Equipment, but it will not affect your rights or obligations.
- (c) We will provide you with a welcome letter by email.
- (d) All applicable taxes required to be collected by us will be shown on the invoice.

8. NON-APPROPRIATION

See Master Agreement—Section State of Arizona Uniform Terms Para 4.4 Availability of Funds for the Next State fiscal year and Para 4.5. Availability of Funds for the current State fiscal year and Participating Addendum Section L Availability of Funds..

9. EARLY TERMINATION

You acknowledge that you intend to enter into this Lease for the entire Lease Term and you further acknowledge that we have relied upon such representation when determining the applicable pricing plan. This Lease Term is cancellable prior to the expiration of the Lease Term (other than for non-appropriations), for an amount equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year.

GENERAL TERMS

10. Warranties

PBI provides you with the warranty as provided in the Master Agreement. PBI further warrants that all PBI-branded equipment (“**PBI Equipment**”) will be free from defects in material and workmanship and will perform according to the operator guides for a period of one year from the date of acceptance (the “Warranty Period”) . The DI2000™ inserting system has its own unique warranty that you can see in the DI2000™ Terms and Conditions (updated: February 14, 2024) attached to this Participating Addendum and incorporated herein.

- (a) A defect doesn’t include the failure of rates within a rate update to conform to published rates.
- (b) We warrant that any service (“**Service**”) we perform under the SLA set out in Sections 19 through 24 will be performed in a professional and workmanlike manner.
- (c) **YOUR SOLE REMEDY DURING THE WARRANTY PERIOD FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF**

DEFECTIVE SERVICE, REPERFORM THE SERVICE.

- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. **"Excluded Circumstance"** is a circumstance outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that 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 equipment (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.
- (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").
- (g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

11. Limitation of Liability

NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS.

12. Default and Remedies.

- (a) If you don't make any payment within three days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you written notice to cure or you become insolvent or file for bankruptcy, you will be in default and we may:
 - (i) cancel this Agreement and any other agreements Pitney Bowes has with you;
 - (ii) require you to pay to us immediately all amounts payable under the Lease or other agreements, whether then due or payable in the future;
 - (iii) disable the Meter;
 - (iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
 - (v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;
 - (vi) Reserved;
 - (vii) Reserved; and
 - (viii) pursue any other remedy, including repossessing the Equipment and Meter with reasonable notice to you. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.

- (b) You agree to pay all our costs, including attorneys' fees, incurred in enforcing our rights.
- (c) We may suspend any services during any period that your account is more than thirty days past due.

13. Taxes.

Please see Participating Addendum Section Q.

14. Embedded Software; Applications

- (a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.
- (b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. Each application you access will have its own terms and conditions applicable to your use of that application located within it. Notwithstanding references to additional license agreements of Third Parties, you have no financial obligation or liability to us under such additional license agreements. You will not knowingly violate the licensing limitations stated in such additional license agreements.

15. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

16. Uniform Commercial Code

We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities.

17. Analog Connectivity

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

18. Miscellaneous

- (a) We will use your information in accordance with our [Privacy Statement \(Attachment B.3, Exhibit B-4 to this Participating Addendum\)](#) and will protect the security of such information in accordance with NC Department of Information Technology Security Standards and Policies.

- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for
- Option C - State of North Carolina NASPO ValuePoint Fair Market Value Lease Agreement (Version 11/24)

personal, family, or household purposes.

- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void. Notwithstanding the foregoing, transfers authorized by N.C.G.S. §143A-6 are not prohibited or limited.
- (e) Reserved .
- (f) **ANY LEGAL ACTION MUST BE FILED WITHIN THE APPLICABLE STATUTE OF LIMITATIONS PERIOD UNDER NORTH CAROLINA LAW.**
- (g) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (h) Reserved.
- (i) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (j) Reserved.
- (k) Reserved.
- (l) You agree to comply with all applicable export control laws and regulations.
- (m) If there is a conflict between any of these Terms, your State's Participating Addendum and the Master Agreement, the State's Participating Addendum shall prevail.

SERVICE LEVEL AGREEMENT

19. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding Equipment with charges based on volume of use ("**Usage-based Equipment**") and any DI2000™ (the covered equipment is called "**Covered Equipment**").

20. Service Level Options

- (a) (i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 21) (the "Service Term"). You are also entitled to:
 - (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and
 - (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly

charges unless service is performed outside Normal Working Hours, which will be done only with your consent. **“Normal Working Hours”** means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

(ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

20. Service Term

PBI will provide you with Service for twelve months, if you don't have a Lease, or for the Lease Term, if you are leasing Equipment (the **“Initial Service Term”**). PBI reserves the right to not renew your SLA for any reason.

21. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be reflected on your invoice, and charged in accordance with the NASPO Price Schedule. If you request service for repairs caused by any Excluded Circumstance, PBI will provide service at PBI's current hourly rates and for any required parts but only upon your written agreement to receive such services. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the **“Overage”**). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

22. Service Changes

PBI may modify its Service by giving written notice to you (a **“Service Change Notice”**), which will state whether the change is material. Service Changes shall not be effective unless a written amendment is duly executed by the authorized parties.

23. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

24. Equipment Rental and Meter Services

This Equipment Rental and Meter Services Section applies to you whenever you rent Equipment and whenever Option C - State of North Carolina NASPO ValuePoint Fair Market Value Lease Agreement (Version 11/24)

you obtain Meter Services from us.

(a) If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "**Initial Term**"), we may increase the rental and/or Meter Services fees in accordance with the Master Agreement. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.

(b) Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted. We reserve the right to recover or disable the Meter and terminate your use at any time if you are in violation of USPS regulations.

25. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into your Reserve Account that you maintain with the Bank (your "**Reserve Account**") or you may transfer funds to the United States Postal Service (the "**USPS**") through a lockbox bank (a "**Lockbox Bank**"). See the "USPS Acknowledgment of Deposit" below for more information. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

26. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation.. You assume all risk of loss or damage to the Meter(s) while you have possession.

27. Terms of Use of Meter; 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. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't 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 enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, 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. 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 by USPS of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

(b) You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.

(c) USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

28. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't 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. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

29. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties. Notwithstanding the foregoing, our access and downloading of your information and the sharing of individually identifiable information or aggregate data shall be interpreted with the application of N.C.G.S. §143B-1320 definitions of cybersecurity incident and significant cybersecurity incident, N.C.G.S. §75-61 and §14-113-20(b) definitions of personal information, together with other Applicable Laws. The Parties acknowledge that some such information may include public information pursuant to N.C.G.S. §132-1 *et seq.*, the N.C. Public Records Act, and non-public information or security information pursuant to Article 7 of Chapter 15 of the N.C. General Statutes, e.g., N.C.G.S. §143B-1375 *et seq.* and the State's Security Manual. The Parties agree that the State may request use of filters or other technologies to prevent transmission, receipt or collection of information or data consistent with the State's Security Manual or other security policies; and that the Parties will negotiate such measures in good faith at the State's request.

30. Value Based Services.

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. 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. 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 days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

31. Acknowledgement of Deposit

This section of this Agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The “acknowledgement of deposit” terms are as follows:

- (a) 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.
- (b) 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.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) 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.

32. Reserved.

PRODUCT SPECIFIC TERMS

33. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are attached to the Participating Addendum and incorporated herein.

34. DI2000 Inserting System Terms

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are in the DI2000™ Terms and Conditions (updated: February 14, 2024) attached to the Participating Addendum and incorporated herein.

35. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are attached to this Participating Addendum and incorporated herein.

36. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

Attachment D - Cost Information - Pitney Bowes Price List (July 2024)

Postage Meter Rental (Reference Part 3.19)		
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response	DUE TO 2019 GAAP CHANGES, THE PRICING ON THIS PAGE IS FOR LEGACY POSTAGE METER RENTALS ONLY, WITH THE EXCEPTION OF INFINITY PRINTING DEVICE. FOR NEW ORDERS, REFER TO THE METER SUBSCRIPTION PRICE ON THE SOFTWARE LICENSE AND SUBSCRIPTION TAB OF PRICE BOOK.
Required		
Percent (%) Discount from MSRP off Base Category Equipment	17%	
Maintenance Included in Rental Price		** In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024. The metering function as well as support for the DM Infinity meter will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

Item	Category	Description	Monthly Meter MSRP	Monthly Contract Price	% Of MSRP
1RPT	POSTAGE METER RENTALS	PSD, US DM INFINITY PERMIT METER	\$137.00/MONTH	\$113.71/MONTH	17%
1W00-MH	POSTAGE METER RENTALS	METER FOR CONNECT+3000	\$104.00/MONTH	\$86.32/MONTH	17%
1W00-ML	POSTAGE METER RENTALS	METER FOR CONNECT+500	\$104.00/MONTH	\$86.32/MONTH	17%
1W00-MM	POSTAGE METER RENTALS	METER FOR CONNECT+1000/2000	\$104.00/MONTH	\$86.32/MONTH	17%
4W00-MH	POSTAGE METER RENTALS	METER FOR CONNECT GREEN+3000 & SENDPRO P3000	\$100.00/MONTH	\$83.00/MONTH	17%
4W00-ML	POSTAGE METER RENTALS	METER FOR GREEN CONNECT+500 /SENDPRO P SERIES METER15000	\$66.00/MONTH	\$54.78/MONTH	17%
4W00-MM	POSTAGE METER RENTALS	METER FOR CONNECT GREEN+1000/2000 & SENDPRO P1000/2000	\$76.00/MONTH	\$63.08/MONTH	17%

Mailing Systems, Ultra Low Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	41%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	35%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
COVER-SPM	ULTRA LOW VOLUME MAILING SYSTEMS ACCESSORIES	PROTECTIVE DUST COVER - SPM/MAILSTATION	\$41.00	\$26.65	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
H200	ULTRA LOW VOLUME MAILING SYSTEMS	BENDPRO MAILSTATION WITH 5LB SCALE	\$1,261.00	\$706.16	44%	\$13.50	\$10.80	20%	\$1.00	n/a	n/a	n/a	n/a

Mailing Systems, Low Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Offerors Response
NO VOLUME OR TERM DISCOUNTS INCLUDED	
Required	
Percent (%) Discount from MSRP off Base Category Equipment	41%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	40%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
BH00	LOW VOLUME MAILING SYSTEMS	C SERIES BASE	\$0.00	\$0.00	0%	\$144.28	\$115.42	20%	\$10.72	n/a	n/a	n/a	n/a
APAC	LOW VOLUME MAILING SYSTEMS ACCESSORIES	ACCOUNTING WEIGHT BREAK REPORTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAV	LOW VOLUME MAILING SYSTEMS ACCESSORIES	ACCOUNTING LEVEL AW[2]	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAK	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (100)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAY	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (500)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAZ	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (3000)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APB1	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCOUNTING DEVICES (2)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APB2	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCOUNTING DEVICES (10)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APB3	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCOUNTING DEVICES (100)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APB4	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCOUNTING DEVICES (500)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APBN	LOW VOLUME MAILING SYSTEMS ACCESSORIES	ACCOUNT LIST IMPORT/EXPORT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
FR00	LOW VOLUME MAILING SYSTEMS ACCESSORIES	USPS SPECIAL SERVICES WELCOME KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
H28002	LOW VOLUME MAILING SYSTEMS ACCESSORIES	SCALE OPENING COVER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP00098	LOW VOLUME MAILING SYSTEMS ACCESSORIES	MP82 SCALE MOUNTED DISPLAY KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP00099	LOW VOLUME MAILING SYSTEMS ACCESSORIES	MP82 REMOTE DISPLAY KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP1W	LOW VOLUME MAILING SYSTEMS ACCESSORIES	5/10 LB. WEIGHING WITH EXTERNAL DISPLAY	\$0.00	\$0.00	0%	\$98.00	\$78.40	20%	\$7.28	n/a	n/a	n/a	n/a
INV90KIT	LOW VOLUME MAILING SYSTEMS ACCESSORIES	INVIEW WELCOME KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
INV90KIT	LOW VOLUME MAILING SYSTEMS ACCESSORIES	INVIEW WELCOME KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP9K	LOW VOLUME MAILING SYSTEMS ACCESSORIES	RETURN KIT FOR SENDPRO 300	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP9K	LOW VOLUME MAILING SYSTEMS ACCESSORIES	RETURN KIT FOR SENDPRO C SERIES	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH24	LOW VOLUME MAILING SYSTEMS ACCESSORIES	MANUAL WEIGHT ENTRY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH25	LOW VOLUME MAILING SYSTEMS ACCESSORIES	ZH00 40 LPM	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH26	LOW VOLUME MAILING SYSTEMS ACCESSORIES	ZH00 50 LPM	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH36	LOW VOLUME MAILING SYSTEMS ACCESSORIES	AUTO AD INSCRIPTIONS	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH37	LOW VOLUME MAILING SYSTEMS ACCESSORIES	AUTO AD SLOGANS	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH3C	LOW VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO C200 BASE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH3C	LOW VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO C300 BASE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH01	LOW VOLUME MAILING SYSTEMS ACCESSORIES	STANDARD AD SLOGAN	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH02	LOW VOLUME MAILING SYSTEMS ACCESSORIES	STANDARD INSCRIPTION	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH03	LOW VOLUME MAILING SYSTEMS ACCESSORIES	CUSTOM AD SLOGAN	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH04	LOW VOLUME MAILING SYSTEMS ACCESSORIES	CUSTOM INSCRIPTION	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH05	LOW VOLUME MAILING SYSTEMS ACCESSORIES	USPS RATES WITH METERED LETTER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH06	LOW VOLUME MAILING SYSTEMS ACCESSORIES	USPS RATES WITH STAMPED LETTER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH09	LOW VOLUME MAILING SYSTEMS ACCESSORIES	RETAIL GROUND LOR	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH20	LOW VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGHING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FA1	LOW VOLUME MAILING SYSTEMS ACCESSORIES	BASIC ACCOUNTING (25 DEPT)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FAC	LOW VOLUME MAILING SYSTEMS ACCESSORIES	BASIC ACCOUNTING (10 DEPT)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FAE	LOW VOLUME MAILING SYSTEMS ACCESSORIES	BASIC ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FM2	LOW VOLUME MAILING SYSTEMS ACCESSORIES	DISABLE MANUAL WEIGHT FEATURE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FNKIT	LOW VOLUME MAILING SYSTEMS ACCESSORIES	KIT / INVIEW ACCOUNTING UPGRADE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FS2	LOW VOLUME MAILING SYSTEMS ACCESSORIES	USPS SPECIAL SERVICES SOFTWARE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FS4	LOW VOLUME MAILING SYSTEMS ACCESSORIES	USPS SPECIAL SERVICES SOFTWARE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BH02	LOW VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO C USA LIVE FEDRAMP BASE	\$0.00	\$0.00	0%	\$163.00	\$130.40	20%	\$12.11	n/a	n/a	n/a	n/a
APBC	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCOUNTING ENABLER C SERIES	\$57.50	\$34.50	40%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ME1A	LOW VOLUME MAILING SYSTEMS ACCESSORIES	METER HARDWARE - C SERIES	\$513.00	\$302.67	41%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1E47	LOW VOLUME MAILING SYSTEMS ACCESSORIES	SP100 LABEL PRINTER WITH LIFTER BASE	\$619.00	\$371.40	40%	\$38.00	\$30.40	20%	\$2.82	n/a	n/a	n/a	n/a
C300	LOW VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO C 200	\$740.00	\$444.40	40%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
SP99	LOW VOLUME MAILING SYSTEMS ACCESSORIES	LASER PRINTER 4212	\$957.00	\$574.20	40%	\$182.00	\$145.60	20%	\$13.53	n/a	n/a	n/a	n/a
1F29	LOW VOLUME MAILING SYSTEMS ACCESSORIES	120 LPM FEATURE	\$2,399.00	\$1,439.40	40%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAB	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCOUNTING SILVER PLAN	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTK2	LOW VOLUME MAILING SYSTEMS ACCESSORIES	CS02 INTEGRATION	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH07	LOW VOLUME MAILING SYSTEMS ACCESSORIES	ELECTRONIC TRACKING AND SIGNATURE SERVICES	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH08	LOW VOLUME MAILING SYSTEMS ACCESSORIES	ELECTRONIC RETURN RECEIPT	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTK5	LOW VOLUME MAILING SYSTEMS ACCESSORIES	METER INTEGRATION	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Mailing Systems, Medium Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	
Offerors Response	
Required	
Percent (%) Discount from MSRP off Base Category Equipment	27%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	31%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
ZHC5	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C500 BASE SYSTEM IDENTIFIER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHC4	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C400 BASE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHE2	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	P8 PRESORT XTRA RATES	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHE1	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	P8T CLASS COMMERCIAL PRESORT RATES	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH29	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	95 LPM SPEED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH27	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	ZH00 65 LPM	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSF5	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+2000/SENDPRO2000 DLA PRELOADED FEEDER	\$0.00	\$0.00	0%	\$612.54	\$490.03	20%	\$45.52	n/a	n/a	n/a	n/a
MSF4	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+1000/SENDPRO1000 DLA PRELOADED FEEDER	\$0.00	\$0.00	0%	\$253.63	\$202.90	20%	\$18.85	n/a	n/a	n/a	n/a
MSF2	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+ BASIC VOW FEEDER	\$0.00	\$0.00	0%	\$612.54	\$490.03	20%	\$45.52	n/a	n/a	n/a	n/a
MSF1	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	MAILSTREAM BASIC FEEDER-HT	\$0.00	\$0.00	0%	\$253.63	\$202.90	20%	\$18.85	n/a	n/a	n/a	n/a
MP96001	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	MP96001 - REMOTE DISPLAY SALES KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP8115	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	15 LB UPGRADE	\$0.00	\$0.00	0%	\$23.00	\$18.40	20%	\$1.71	n/a	n/a	n/a	n/a
MP8110	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	15 LB UPGRADE	\$0.00	\$0.00	0%	\$12.00	\$9.60	20%	\$0.89	n/a	n/a	n/a	n/a
HZ80001	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DROP STACKER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APSD	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	130/70 LPM SPEED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APSA	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	130 LPM SPEED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APFM	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	LASER PRINTER ENABLED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAL	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	50 DEPT ANALYTICS	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFZD	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGHING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFER	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	ERR RATES	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IF90002	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	ACCOUNTING USB HUB	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAYL	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (50)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAXL	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (100)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAYL	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (500)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAZL	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (1000)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APXML	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (100000)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
9H02	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C AUTO USA LIVE FEEDRAMP BASE	\$0.00	\$0.00	0%	\$420.00	\$336.00	20%	\$31.21	n/a	n/a	n/a	n/a
ZHC425	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C425 BASE SYSTEM IDENTIFIER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HV1P	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	MAILCENTER PRINTER	\$0.00	\$0.00	0%	\$498.00	\$398.40	20%	\$37.01	n/a	n/a	n/a	n/a
COVER-SPC	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	PROTECTIVE DUST COVER - SENDPRO C	\$64.00	\$44.16	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
COVER-SPCA	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	PROTECTIVE DUST COVER - SENDPRO C AUTO	\$75.50	\$52.10	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ED44162	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DISPLAY TABLE STAND	\$120.00	\$82.80	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IMPX	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGHING FOR 2 LB, 5 LB, OR 10 LB SCALE	\$222.00	\$153.18	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH2Z	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGH 5 OR 10LB	\$222.00	\$153.18	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP3X	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGHING FOR 15 LB OR 30 LB SCALE	\$449.00	\$309.81	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHC3	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGH 15 OR 30LB	\$449.00	\$309.81	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IE48	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	SP100 LABEL PRINTER	\$619.00	\$427.11	31%	\$38.00	\$30.40	20%	\$2.82	n/a	n/a	n/a	n/a
IE44	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DESKTOP THERMAL ROLL PRINTER	\$619.00	\$427.11	31%	\$69.00	\$55.20	20%	\$5.13	n/a	n/a	n/a	n/a
AP5B	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	160 LPM SPEED	\$835.00	\$559.45	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ME1C	MEDIUM VOLUME MAILING SYSTEMS	METER HARDWARE - P SERIES, LV	\$909.00	\$666.00	27%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP4X	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGHING FOR 70 LB SCALE	\$1,005.00	\$693.45	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH24	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGH 70LB	\$1,005.00	\$693.45	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH30	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	UPGRADE TO 120 LPM SPEED	\$1,145.00	\$790.05	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CA25	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C425	\$1,576.00	\$819.52	48%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP5X	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGHING FOR 149 LB SCALE	\$1,356.00	\$935.64	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AP5E	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	160/95 LPM SPEED	\$1,835.00	\$1,266.15	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
C2C1	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C425 - SENDPRO BUNDLE	\$2,749.00	\$1,347.01	51%	\$30.00	\$24.00	20%	\$2.23	n/a	n/a	n/a	n/a
AP5C	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	180 LPM SPEED	\$2,770.00	\$1,855.90	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
C2C2	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C425 - SENDPRO PLUS BUNDLE	\$5,368.00	\$2,458.64	27%	\$30.00	\$24.00	20%	\$2.23	n/a	n/a	n/a	n/a
C5C1	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C AUTO 95	\$3,601.00	\$2,628.73	27%	\$389.00	\$311.20	20%	\$28.91	n/a	n/a	n/a	n/a
AP5F	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	180/115 LPM SPEED	\$4,195.00	\$2,894.55	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
C5C1	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C AUTO 120	\$6,052.00	\$4,417.96	27%	\$419.00	\$335.20	20%	\$31.14	n/a	n/a	n/a	n/a
C5C3	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO AUTOFEED PRO SHIPPING	\$6,681.00	\$4,877.13	27%	\$456.00	\$364.80	20%	\$33.89	n/a	n/a	n/a	n/a
C5C2	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C AUTO PRO MAILING	\$7,058.00	\$5,152.34	27%	\$637.00	\$509.60	20%	\$47.34	n/a	n/a	n/a	n/a
AP5L	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	2000 160/95LPM	\$8,335.00	\$5,751.15	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HVBA	MEDIUM VOLUME MAILING SYSTEMS	MAILCENTER 1000	\$8,365.00	\$6,106.45	27%	\$274.00	\$219.20	20%	\$20.36	n/a	n/a	n/a	n/a
HVBB	MEDIUM VOLUME MAILING SYSTEMS	MAILCENTER 2000	\$9,265.00	\$6,763.45	27%	\$662.00	\$529.60	20%	\$49.20	n/a	n/a	n/a	n/a
AP5M	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	180/115 LPM	\$10,835.00	\$7,476.15	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CA4E1	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	UNLIMITED COST ACCOUNTING FOR PSERIES	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAD1	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	ENTERPRISE COST ACCOUNTING FOR PSERIES	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAC1	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	PREMIUM COST ACCOUNTING FOR PSERIES	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAB1	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	BASIC COST ACCOUNTING FOR PSERIES	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAA1	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	Bronze COST ACCOUNTING FOR PSERIES	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Mailing Systems, High Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this solicitation Scope of Work.	
NO VOLUME OR TERM DISCOUNTS INCLUDED	
Required	
Percent (%) Discount from MSRP off Base Category Equipment	38%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	35%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Offerors Response

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
MSD1	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	10" COLOR TOUCH DISPLAY	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
MW9007	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO P/CONNECT+ SERIES DROP STACKER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFXA	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	METER INVIEW DASHBOARD INTERFACE (ONE PER METER)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IF51	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	USPS SPECIAL SERVICES SOFTWARE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFWV	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	INVIEW STARTUP KIT FOR DM125/225	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAW	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES DWORKS INTERFACE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAN	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	INVIEW 300 DEPT ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAM	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	INVIEW 100 DEPT ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAL	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	INVIEW 50 DEPT ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAB	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	DEPARTMENT ACCOUNTING ENABLER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AZBK	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	ENERGY STAR ENABLED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APFD	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	ENERGY STAR ENABLED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSF3	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+ ENHANCED WJOW FEEDER	\$0.00	\$0.00	0%	\$1,707.24	\$1,365.79	20%	\$126.88	n/a	n/a	n/a	n/a
AP5G	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	COLOR GRAPHICS PRINTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AP5G	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	165/105 LPM SPEED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BMZ1	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES BUSINESS MANAGER INTERFACE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90650	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	ROLL TAPE KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSFE	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+ 3000/SENDPRO3000 DLA PRELOADKO FEEDER	\$0.00	\$0.00	0%	\$1,707.24	\$1,365.79	20%	\$126.88	n/a	n/a	n/a	n/a
MP4W	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	70 LB WEIGHTS & MEASURES APPROVED OPTION	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
MP3W	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	15/30 LB WEIGHTS & MEASURES APPROVED OPTION	\$0.00	\$0.00	0%	\$211.00	\$168.80	20%	\$15.68	n/a	n/a	n/a	n/a
APKM	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO - UNLIMITED ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW92705	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	15" DISPLAY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW9067	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES POWER DISTRIBUTION KIT	\$100.00	\$65.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
N199	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SCALE STAND (MP30)	\$115.00	\$74.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW97182	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	WIRELESS LAN ADAPTER	\$155.00	\$101.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APF8	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+ /SENDPRO P SERIES VERTICAL MARKET FONTS	\$165.00	\$107.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APF9	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+ /SENDPRO P CREATIVE FONTS	\$165.00	\$107.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90705	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+ /SENDPRO P SERIES PC SYSTEM CONNECT	\$165.00	\$107.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HV97500	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	WIRELESS LAN CLIENT	\$170.00	\$110.50	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90701	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	100' LAN CABLE	\$215.00	\$139.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90147	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	WIRELESS KEYBOARD	\$215.00	\$139.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90702	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	WIRELESS S-PHOT ROUTER	\$215.00	\$204.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SWVD	HIGH VOLUME MAILING SYSTEMS FURNITURE	ADDITIONAL SCALE STAND FOR SENDPRO P SERIES CONSOLE	\$276.00	\$207.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFA2	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	BASIC ACCOUNTING (100 DEPT)	\$390.00	\$253.50	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFR4	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	USPS BRM RATES	\$510.00	\$332.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90020	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SIDE GUIDE - SENDPRO P3000/CONNECT+ 3000	\$540.00	\$351.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SVVB	HIGH VOLUME MAILING SYSTEMS FURNITURE	BRIDGE FOR SENDPRO P SERIES CONSOLE	\$504.00	\$328.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APA2	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	100 DEPT ANALYTICS	\$625.00	\$406.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AZBG	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	BLACK GRAPHICS UPGRADE	\$765.00	\$497.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90806	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	POWER STACKER EXTENSION	\$765.00	\$497.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ME1D	HIGH VOLUME MAILING SYSTEMS	METER HARDWARE - P SERIES, HV	\$800.00	\$563.58	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SD05	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	BARCODE SCANNER	\$902.00	\$586.30	35%	\$210.00	\$168.00	20%	\$15.61	n/a	n/a	n/a	n/a
MSD2	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	15" COLOR TOUCH DISPLAY	\$930.00	\$605.00	35%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
SPY8	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	LASER PRINTER	\$957.00	\$622.05	35%	\$182.00	\$145.60	20%	\$13.53	n/a	n/a	n/a	n/a
MW90024	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	BLACK GRAPHICS UPGRADE KIT	\$1,165.00	\$757.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSPR	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	GREEN CONNECT+ POWER STACKER	\$1,255.00	\$816.00	35%	\$347.00	\$277.60	20%	\$25.79	n/a	n/a	n/a	n/a
APA4	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	500 DEPT ANALYTICS	\$1,350.00	\$878.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AP5H	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	220/135 LPM SPEED	\$1,655.00	\$883.70	46%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAS	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	1000 DEPT ANALYTICS	\$1,612.00	\$1,048.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APA7	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	2000 DEPT ANALYTICS	\$1,946.00	\$1,265.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSPS	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES POWER STACKER	\$2,305.00	\$1,498.00	35%	\$347.00	\$277.60	20%	\$25.79	n/a	n/a	n/a	n/a
APA9	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	3000 DEPT ANALYTICS	\$2,360.00	\$1,534.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SVWA	HIGH VOLUME MAILING SYSTEMS FURNITURE	SENDPRO P SERIES CONSOLE WITH SCALE STAND	\$2,258.00	\$1,603.18	29%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HVPS	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	MAILCENTER POWER STACKER	\$2,550.00	\$1,657.50	35%	\$275.00	\$220.00	20%	\$20.44	n/a	n/a	n/a	n/a
SVWE	HIGH VOLUME MAILING SYSTEMS FURNITURE	CONSOLE	\$2,374.92	\$1,662.44	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AP5I	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	270/170 LPM SPEED	\$6,675.00	\$3,604.50	46%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APKM1	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	UNLIMITED ACCOUNTING FOR P SERIES	\$6,480.00	\$4,212.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AP5K	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	310/205 LPM SPEED	\$14,565.00	\$7,865.10	46%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HVBD	HIGH VOLUME MAILING SYSTEMS	MAILCENTER 3000	\$21,800.00	\$13,516.00	38%	\$1,844.00	\$1,475.20	20%	\$137.05	n/a	n/a	n/a	n/a

Mailing Systems, Production (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	
	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	38%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	35%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
MSD1	PRODUCTION MAILING SYSTEMS ACCESSORIES	10" COLOR TOUCH DISPLAY	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
MW90007	PRODUCTION MAILING SYSTEMS ACCESSORIES	SENDPRO P/CONNECT+ SERIES DROP STACKER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFXA	PRODUCTION MAILING SYSTEMS ACCESSORIES	METER INVIEW DASHBOARD INTERFACE (ONE PER METER)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IF51	PRODUCTION MAILING SYSTEMS ACCESSORIES	USPS SPECIAL SERVICES SOFTWARE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFNV	PRODUCTION MAILING SYSTEMS ACCESSORIES	INVIEW STARTUP KIT FOR DM125/225	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAW	PRODUCTION MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES DWORKS INTERFACE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAN	PRODUCTION MAILING SYSTEMS ACCESSORIES	INVIEW 300 DEPT ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAM	PRODUCTION MAILING SYSTEMS ACCESSORIES	INVIEW 100 DEPT ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAL	PRODUCTION MAILING SYSTEMS ACCESSORIES	INVIEW 50 DEPT ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAB	PRODUCTION MAILING SYSTEMS ACCESSORIES	DEPARTMENT ACCOUNTING ENABLER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AZBK	PRODUCTION MAILING SYSTEMS ACCESSORIES	ENERGY STAR ENABLED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APFD	PRODUCTION MAILING SYSTEMS ACCESSORIES	ENERGY STAR ENABLED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSF3	PRODUCTION MAILING SYSTEMS ACCESSORIES	CONNECT+ ENHANCED NOW FEEDER	\$0.00	\$0.00	0%	\$1,707.24	\$1,365.79	20%	\$126.88	n/a	n/a	n/a	n/a
APFB	PRODUCTION MAILING SYSTEMS ACCESSORIES	COLOR GRAPHICS PRINTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APSG	PRODUCTION MAILING SYSTEMS ACCESSORIES	165/105 LPM SPEED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BMZ1	PRODUCTION MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES BUSINESS MANAGER INTERFACE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90650	PRODUCTION MAILING SYSTEMS ACCESSORIES	ROLL TAPE KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSF6	PRODUCTION MAILING SYSTEMS ACCESSORIES	CONNECT+ 3000/SENDPRO3000 DLA PRELOAD FEEDER	\$0.00	\$0.00	0%	\$1,707.24	\$1,365.79	20%	\$126.88	n/a	n/a	n/a	n/a
MP4W	PRODUCTION MAILING SYSTEMS ACCESSORIES	70 LB WEIGHTS & MEASURES APPROVED OPTION	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
MP3W	PRODUCTION MAILING SYSTEMS ACCESSORIES	15/30 LB WEIGHTS & MEASURES APPROVED OPTION	\$0.00	\$0.00	0%	\$211.00	\$168.80	20%	\$15.68	n/a	n/a	n/a	n/a
APKM	PRODUCTION MAILING SYSTEMS ACCESSORIES	SENDPRO - UNLIMITED ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW92705	PRODUCTION MAILING SYSTEMS ACCESSORIES	15" DISPLAY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90667	PRODUCTION MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES POWER DISTRIBUTION KIT	\$100.00	\$65.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NL99	PRODUCTION MAILING SYSTEMS ACCESSORIES	SCALE STAND (MP30)	\$115.00	\$74.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW97182	PRODUCTION MAILING SYSTEMS ACCESSORIES	WIRELESS LAN ADAPTER	\$155.00	\$101.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APF8	PRODUCTION MAILING SYSTEMS ACCESSORIES	CONNECT+ /SENDPRO P SERIES VERTICAL MARKET FONTS	\$165.00	\$107.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APF9	PRODUCTION MAILING SYSTEMS ACCESSORIES	CONNECT+ /SENDPRO P CREATIVE FONTS	\$165.00	\$107.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90705	PRODUCTION MAILING SYSTEMS ACCESSORIES	CONNECT+/SENDPRO P SERIES PC SYSTEM CONNECT	\$165.00	\$107.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HV97500	PRODUCTION MAILING SYSTEMS ACCESSORIES	WIRELESS LAN CLIENT	\$170.00	\$110.50	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90701	PRODUCTION MAILING SYSTEMS ACCESSORIES	100' LAN CABLE	\$215.00	\$139.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90847	PRODUCTION MAILING SYSTEMS ACCESSORIES	WIRELESS KEYBOARD	\$215.00	\$139.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90702	PRODUCTION MAILING SYSTEMS ACCESSORIES	WIRELESS 4-PORT ROUTER	\$315.00	\$204.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SWVD	PRODUCTION MAILING SYSTEMS FURNITURE	ADDITIONAL SCALE STAND FOR SENDPRO P SERIES CONSOLE	\$276.00	\$207.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFA2	PRODUCTION MAILING SYSTEMS ACCESSORIES	BASIC ACCOUNTING (100 DEPT)	\$390.00	\$253.50	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFR4	PRODUCTION MAILING SYSTEMS ACCESSORIES	USPS BIMM RATES	\$510.00	\$332.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90020	PRODUCTION MAILING SYSTEMS ACCESSORIES	SIDE GUIDE - SENDPRO P9000/CONNECT+ 3000	\$540.00	\$351.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SWVB	PRODUCTION MAILING SYSTEMS FURNITURE	BRIDGE FOR SENDPRO P SERIES CONSOLE	\$504.00	\$328.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APA2	PRODUCTION MAILING SYSTEMS ACCESSORIES	100 DEPT ANALYTICS	\$625.00	\$406.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AZBG	PRODUCTION MAILING SYSTEMS ACCESSORIES	BLACK GRAPHICS UPGRADE	\$765.00	\$497.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90806	PRODUCTION MAILING SYSTEMS ACCESSORIES	POWER STACKER EXTENSION	\$765.00	\$497.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ME1D	PRODUCTION MAILING SYSTEMS	METER HARDWARE - P SERIES, HV	\$909.00	\$586.58	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SBDS	PRODUCTION MAILING SYSTEMS ACCESSORIES	BARCODE SCANNER	\$902.00	\$586.30	35%	\$210.00	\$168.00	20%	\$15.61	n/a	n/a	n/a	n/a
MSD2	PRODUCTION MAILING SYSTEMS ACCESSORIES	15" COLOR TOUCH DISPLAY	\$930.00	\$604.50	35%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
SP78	PRODUCTION MAILING SYSTEMS ACCESSORIES	LASER PRINTER	\$957.00	\$622.05	35%	\$182.00	\$145.60	20%	\$13.53	n/a	n/a	n/a	n/a
MW90024	PRODUCTION MAILING SYSTEMS ACCESSORIES	BLACK GRAPHICS UPGRADE KIT	\$1,165.00	\$757.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSPR	PRODUCTION MAILING SYSTEMS ACCESSORIES	GREEN CONNECT+ POWER STACKER	\$1,255.00	\$816.00	35%	\$347.00	\$277.60	20%	\$25.79	n/a	n/a	n/a	n/a
APA4	PRODUCTION MAILING SYSTEMS ACCESSORIES	500 DEPT ANALYTICS	\$1,350.00	\$878.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APSH	PRODUCTION MAILING SYSTEMS ACCESSORIES	220/135 LPM SPEED	\$1,655.00	\$1,075.75	46%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAS	PRODUCTION MAILING SYSTEMS ACCESSORIES	1000 DEPT ANALYTICS	\$1,612.00	\$1,047.80	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APA7	PRODUCTION MAILING SYSTEMS ACCESSORIES	2000 DEPT ANALYTICS	\$1,946.00	\$1,265.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSPS	PRODUCTION MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES POWER STACKER	\$2,305.00	\$1,498.00	35%	\$347.00	\$277.60	20%	\$25.79	n/a	n/a	n/a	n/a
APA9	PRODUCTION MAILING SYSTEMS ACCESSORIES	3000 DEPT ANALYTICS	\$2,360.00	\$1,534.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SWVA	PRODUCTION MAILING SYSTEMS FURNITURE	SENDPRO P SERIES CONSOLE WITH SCALE STAND	\$2,258.00	\$1,603.18	29%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HVPS	PRODUCTION MAILING SYSTEMS ACCESSORIES	MALCENTER POWER STACKER	\$2,350.00	\$1,627.50	31%	\$275.00	\$220.00	20%	\$20.44	n/a	n/a	n/a	n/a
SWVE	PRODUCTION MAILING SYSTEMS FURNITURE	CONSOLE	\$2,374.92	\$1,662.44	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APSI	PRODUCTION MAILING SYSTEMS ACCESSORIES	270/170 LPM SPEED	\$6,675.00	\$4,340.50	46%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APKM1	PRODUCTION MAILING SYSTEMS ACCESSORIES	UNLIMITED ACCOUNTING FOR P SERIES	\$6,480.00	\$4,212.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APSK	PRODUCTION MAILING SYSTEMS ACCESSORIES	310/205 LPM SPEED	\$14,565.00	\$9,466.10	46%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HV9D	PRODUCTION MAILING SYSTEMS	MALCENTER 3000	\$21,900.00	\$13,516.00	38%	\$1,844.00	\$1,475.20	20%	\$137.05	n/a	n/a	n/a	n/a

Integrated Postal Scales (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	44%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	16%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts if end user is utilizing Time and Materials Maintenance	20%
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
MPB1	INTEGRATED POSTAL SCALES	SERIAL INTERFACE SCALE	\$0.00	\$0.00	0%	\$28.00	\$22.40	20%	\$2.08	n/a	n/a	n/a	n/a
MPB2	INTEGRATED POSTAL SCALES	HORIZON TYPE APPROVED SCALE	\$0.00	\$0.00	0%	\$30.00	\$24.00	20%	\$2.23	n/a	n/a	n/a	n/a
MT30	INTEGRATED POSTAL SCALES	PLATFORM SCALE 30LB	\$0.00	\$0.00	0%	\$211.00	\$168.80	20%	\$15.68	n/a	n/a	n/a	n/a
MT49	INTEGRATED POSTAL SCALES	SCALE, GLOBAL - 149 LB	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
MT70	INTEGRATED POSTAL SCALES	PLATFORM SCALE 70 LB	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
MW96000	INTEGRATED POSTAL SCALES	WEIGHING PLATFORM	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MT7W	INTEGRATED POSTAL SCALES	SCALE, W&M, GLOBAL - 70 LB	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
MT3W	INTEGRATED POSTAL SCALES	SCALE, W&M, US - 30 LB	\$0.00	\$0.00	0%	\$211.00	\$168.80	20%	\$15.68	n/a	n/a	n/a	n/a
MT4W	INTEGRATED POSTAL SCALES	SCALE, W&M, GLOBAL - 149 LB	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
MP49	INTEGRATED POSTAL SCALES	70/149 LB WEIGHING PLATFORM	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
1FW1	INTEGRATED POSTAL SCALES	DIFFERENTIAL WEIGHING FEATURE CODE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP9G	INTEGRATED POSTAL SCALES	INTEGRATED WEIGHING PLATFORM	\$0.00	\$0.00	0%	\$108.00	\$86.40	20%	\$8.03	n/a	n/a	n/a	n/a
ZH45	INTEGRATED POSTAL SCALES	LOBBY SCALE CAPABILITY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MT73	INTEGRATED POSTAL SCALES	SCALE, W&M, POSTAL - 35 KG	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
MPC1	INTEGRATED POSTAL SCALES	INTEGRATED WEIGHING PLATFORM	\$0.00	\$0.00	0%	\$56.00	\$52.80	20%	\$4.91	n/a	n/a	n/a	n/a
MPB8	INTEGRATED POSTAL SCALES	INTEGRATED WEIGHING PLATFORM	\$0.00	\$0.00	0%	\$13.00	\$10.40	20%	\$0.97	n/a	n/a	n/a	n/a
MP30	INTEGRATED POSTAL SCALES	15/30 LB WEIGHING PLATFORM	\$0.00	\$0.00	0%	\$211.00	\$168.80	20%	\$15.68	n/a	n/a	n/a	n/a
HY96000	INTEGRATED POSTAL SCALES	MANUAL CENTER WEIGHING PLATFORM	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FW0	INTEGRATED POSTAL SCALES	MANUAL WEIGHT ENTRY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHWL	INTEGRATED POSTAL SCALES	5LB5/3KG WEIGHING OPTION FOR MPB1 SCALE	\$911.00	\$482.83	47%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH01	INTEGRATED POSTAL SCALES	5LB WEIGHING OPTION FOR MPB2 SCALE	\$945.00	\$529.20	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1GW5	INTEGRATED POSTAL SCALES	5 LB INTERFACED WEIGHING	\$1,294.00	\$774.64	40%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHWM	INTEGRATED POSTAL SCALES	10LB/ 5KG WEIGHING OPTION FOR MPB1 SCALE	\$1,483.00	\$785.95	47%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH02	INTEGRATED POSTAL SCALES	10LB WEIGHING OPTION FOR MPB2 SCALE	\$1,518.00	\$850.08	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1GW9	INTEGRATED POSTAL SCALES	10 LB INTERFACED WEIGHING	\$1,655.00	\$926.80	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FWV	INTEGRATED POSTAL SCALES	5 LB INTERFACED WEIGHING (SCALE/STAND BEHIND UNIT)	\$1,835.00	\$1,027.60	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH07	INTEGRATED POSTAL SCALES	15 LB WEIGHING OPTION FOR MP3W SCALE	\$1,935.00	\$1,084.00	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH03	INTEGRATED POSTAL SCALES	15LB WEIGHING OPTION FOR MPB2 SCALE	\$2,056.00	\$1,151.36	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHWH	INTEGRATED POSTAL SCALES	15LB5/7KG WEIGHING OPTION FOR MPB1 SCALE	\$2,056.00	\$1,151.36	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FWW	INTEGRATED POSTAL SCALES	10 LB INTERFACED WEIGHING (SCALE/STAND BEHIND UNIT)	\$2,280.00	\$1,276.80	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FW5	INTEGRATED POSTAL SCALES	15 LB INTERFACED WEIGHING (SCALE LEFT OR RIGHT OF UNIT)	\$2,615.00	\$1,468.40	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FWX	INTEGRATED POSTAL SCALES	15 LB INTERFACED WEIGHING (SCALE/STAND BEHIND UNIT)	\$2,615.00	\$1,464.40	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHA8	INTEGRATED POSTAL SCALES	30LB WEIGHING OPTION FOR MT3W SCALE	\$2,989.00	\$1,673.84	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH13	INTEGRATED POSTAL SCALES	30 LB WEIGHING OPTION FOR MP30 SCALE	\$2,989.00	\$1,674.00	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FW6	INTEGRATED POSTAL SCALES	30 LB INTERFACED WEIGHING (SCALE LEFT OR RIGHT OF UNIT)	\$2,990.00	\$1,674.40	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHA3	INTEGRATED POSTAL SCALES	30 LB WEIGHING OPTION FOR MT30 SCALE	\$3,230.00	\$1,808.80	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH15	INTEGRATED POSTAL SCALES	70 LB WEIGHING OPTION FOR MP49 SCALE	\$3,334.00	\$1,867.00	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHA5	INTEGRATED POSTAL SCALES	70LB WEIGHING OPTION FOR MT7W SCALE	\$3,334.00	\$1,867.04	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FW7	INTEGRATED POSTAL SCALES	70 LB INTERFACED WEIGHING	\$3,335.00	\$1,867.60	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH85	INTEGRATED POSTAL SCALES	70 LB WEIGHING OPTION FOR MT70 SCALE	\$3,601.00	\$2,016.56	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FW8	INTEGRATED POSTAL SCALES	149 LB INTERFACED WEIGHING	\$4,615.00	\$2,584.40	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Letter Openers, Low Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	34%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	15%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
DLA2	LETTER OPENERS, LOW VOLUME	DL200™ LETTER OPENER W/INSTALLATION & TRAINING	\$4,141.15	\$2,401.87	42%	\$286.00	\$228.80	20%	\$21.26	n/a	n/a	n/a	n/a

Letter Openers, High Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	20%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	15%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
OMBIN	LETTER OPENERS, ACCESSORIES, HIGH VOLUME	3065 SORT LETTER OPENER BIN	\$866.16	\$692.93	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
OMBAT	LETTER OPENERS, ACCESSORIES, HIGH VOLUME	306 LETTER OPENER BATCHER	\$1,731.24	\$1,384.99	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
OMCQNV	LETTER OPENERS, ACCESSORIES, HIGH VOLUME	3065 SORT LETTER OPENER CONVEYOR	\$2,350.08	\$1,880.06	20%	\$167.00	\$133.60	20%	\$12.41	n/a	n/a	n/a	n/a
OMPRINT	LETTER OPENERS, ACCESSORIES, HIGH VOLUME	306 AND 3065 HIGH SPEED INKJET PRINTER	\$3,709.80	\$2,967.84	20%	\$234.00	\$187.20	20%	\$17.39	n/a	n/a	n/a	n/a
DLA3	LETTER OPENERS, HIGH VOLUME	OMATION 210 W/INSTALL & TRAINING 120V	\$6,671.70	\$4,803.62	28%	\$645.00	\$516.00	20%	\$47.94	n/a	n/a	n/a	n/a
DLA4	LETTER OPENERS, HIGH VOLUME	OMATION 410 W/INSTALL & TRAINING 120V	\$11,870.10	\$8,783.87	26%	\$1,151.00	\$920.80	20%	\$85.54	n/a	n/a	n/a	n/a
OM306	LETTER OPENERS, HIGH VOLUME	306 LETTER OPENER	\$19,567.44	\$14,675.58	25%	\$1,560.00	\$1,248.00	20%	\$115.94	n/a	n/a	n/a	n/a
OM306S	LETTER OPENERS, HIGH VOLUME	306S LETTER OPENER W/SORT	\$23,276.16	\$17,457.12	25%	\$1,872.00	\$1,497.60	20%	\$139.13	n/a	n/a	n/a	n/a

Letter Folders, Low Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	18%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	18%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
TB70064	LOW VOLUME LETTER FOLDERS ACCESSORIES	FOLDER LOCALIZATION KIT US	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DFHC	LOW VOLUME LETTER FOLDERS ACCESSORIES	HIGH CAPACITY EXTENSION	\$378.00	\$291.06	23%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DF9C	LOW VOLUME LETTER FOLDERS ACCESSORIES	CROSS FOLD KIT	\$761.40	\$586.28	23%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DFCS	LOW VOLUME LETTER FOLDERS ACCESSORIES	CONVEYOR STACKER	\$1,015.20	\$781.70	23%	\$82.00	\$65.60	20%	\$6.09	n/a	n/a	n/a	n/a
DF80	LOW VOLUME LETTER FOLDERS	OFFICERIGHT FOLDER	\$5,782.32	\$4,163.27	28%	\$521.00	\$416.80	20%	\$38.72	n/a	n/a	n/a	n/a

Letter Folders, High Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	18%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	16%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
DF90	HIGH VOLUME LETTER FOLDERS	OFFICERIGHT FOLDER	\$7,297.56	\$5,254.24	28%	\$781.00	\$624.80	20%	\$58.04	n/a	n/a	n/a	n/a

Inserters, Production (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	15%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	13%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	5%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

* In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024. The metering function as well as support for the DM Infinity meter will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
D2K1	PRODUCTION INSERTER ACCESSORIES	D2K1 - 1.5M ANNUALLY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
D2K2	PRODUCTION INSERTER ACCESSORIES	D2K1 - 2.5M ANNUALLY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1F90	PRODUCTION INSERTER ACCESSORIES	DATA CAPTURE UPLOAD	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1F98	PRODUCTION INSERTER ACCESSORIES	EXTERNAL ACCOUNTING ENABLER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
D2C0	PRODUCTION INSERTER ACCESSORIES	D2000 SW UPDATE FOR FIELD RETROFIT	\$421.59	\$366.75	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F890	PRODUCTION INSERTER ACCESSORIES	BOTTOM EDGE ENVELOPE MARKER 728	\$1,461.90	\$1,271.85	13%	\$121.00	\$114.95	5%	\$10.68	n/a	n/a	n/a	n/a
F8MC	PRODUCTION INSERTER ACCESSORIES	BUCKLE CHUTE FOR HIGH SHEET COUNT TRI FOLDED SETS	\$1,975.00	\$1,718.25	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
R05E	PRODUCTION INSERTER ACCESSORIES	SYSTEMS ENGINEERING - FBP OR WIN10 SERVER INST&TRG	\$2,245.10	\$1,953.24	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F8AA	PRODUCTION INSERTER ACCESSORIES	STANDARD FOLD PLATES	\$4,299.90	\$3,740.91	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
F89D	PRODUCTION INSERTER ACCESSORIES	FIXED BEAM OMR AND BARCODE SCANNER BOTTOM SCAN	\$4,299.90	\$3,740.91	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F89Z	PRODUCTION INSERTER ACCESSORIES	FIXED BEAM OMR AND BARCODE SCANNER TOP SCAN	\$4,299.90	\$3,740.91	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
F89K	PRODUCTION INSERTER ACCESSORIES	BOTTOM SCANNING FOR ENCLOSURE FEEDER/MOVING BEAM	\$4,535.00	\$3,945.45	13%	\$366.00	\$347.70	5%	\$32.30	n/a	n/a	n/a	n/a
F89I	PRODUCTION INSERTER ACCESSORIES	TOP SCANNING FOR ENCLOSURE FEEDER/MOVING BEAM	\$4,665.90	\$4,059.33	13%	\$366.00	\$347.70	5%	\$32.30	n/a	n/a	n/a	n/a
D2DE	PRODUCTION INSERTER ACCESSORIES	EDGE MARKER FACE DOWN EXITS	\$4,704.85	\$4,093.23	13%	\$349.00	\$331.55	5%	\$30.80	n/a	n/a	n/a	n/a
D2CB	PRODUCTION INSERTER ACCESSORIES	ADDITIONAL DIVERT BIN FOR FACE DOWN PROCESSING	\$8,634.30	\$7,529.24	13%	\$852.00	\$805.40	5%	\$75.19	n/a	n/a	n/a	n/a
F89C	PRODUCTION INSERTER ACCESSORIES	LOW CAP DIVERT W/ SMART DEFLECT	\$9,090.00	\$7,908.30	13%	\$990.00	\$960.50	5%	\$92.07	n/a	n/a	n/a	n/a
D2WR	PRODUCTION INSERTER ACCESSORIES	RETROFIT MAIN PC D2000	\$10,000.00	\$8,700.00	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
D2D1	PRODUCTION INSERTER ACCESSORIES	ADDITIONAL DIVERT BIN FACE UP EXITS	\$12,677.30	\$11,029.25	13%	\$1,153.00	\$1,095.35	5%	\$101.76	n/a	n/a	n/a	n/a
F89B	PRODUCTION INSERTER ACCESSORIES	AUTOMATIC FOLD CAPABILITY	\$17,113.80	\$14,889.01	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F89F	PRODUCTION INSERTER ACCESSORIES	2D CAMERA SCANNER	\$18,080.50	\$15,730.04	13%	\$1,124.00	\$1,067.80	5%	\$99.20	n/a	n/a	n/a	n/a
F89H	PRODUCTION INSERTER ACCESSORIES	2D TOP SCANNER FOR SHEET FEEDER	\$19,401.76	\$16,879.53	13%	\$2,078.76	\$1,974.82	5%	\$183.46	n/a	n/a	n/a	n/a
D2MS	PRODUCTION INSERTER ACCESSORIES	D2000 FILE BASED MICROSERVER	\$20,487.30	\$17,823.95	13%	\$1,707.00	\$1,621.65	5%	\$150.65	n/a	n/a	n/a	n/a
D2DA	PRODUCTION INSERTER ACCESSORIES	FACE DOWN EXIT ONE DIVERT	\$21,257.50	\$18,694.03	13%	\$2,278.40	\$2,164.10	5%	\$201.05	n/a	n/a	n/a	n/a
F89L	PRODUCTION INSERTER ACCESSORIES	2D TOP SCANNING FOR ENCLOSURE FEEDER	\$23,334.10	\$20,300.67	13%	\$1,124.00	\$1,067.80	5%	\$99.20	n/a	n/a	n/a	n/a
D2ST	PRODUCTION INSERTER ACCESSORIES	FILE BASED PROCESSING	\$31,589.20	\$27,482.60	13%	\$3,328.00	\$3,161.60	5%	\$293.71	n/a	n/a	n/a	n/a
F8AB	PRODUCTION INSERTER ACCESSORIES	HCSF W/ STANDARD HOPPER	\$47,175.70	\$41,042.86	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
D2DG	PRODUCTION INSERTER ACCESSORIES	FACE UP EXIT ONE DIVERT UP TO 20 SHEETS	\$48,262.40	\$41,988.29	13%	\$4,388.00	\$4,168.60	5%	\$387.27	n/a	n/a	n/a	n/a
D2DH	PRODUCTION INSERTER ACCESSORIES	FACE UP EXIT ONE DIVERT UP TO 50 SHEETS	\$49,657.10	\$43,037.68	13%	\$4,497.00	\$4,272.15	5%	\$396.89	n/a	n/a	n/a	n/a
F89A	PRODUCTION INSERTER ACCESSORIES	HCSF W/ EXTENDED HOPPER	\$50,476.80	\$43,914.82	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
D2DX	PRODUCTION INSERTER ACCESSORIES	FACE UP EXIT DM INFINITY UP TO 20 SHEETS	\$79,016.00	\$68,743.92	13%	\$7,184.00	\$6,824.80	5%	\$634.03	n/a	n/a	n/a	n/a
D2DY	PRODUCTION INSERTER ACCESSORIES	FACE UP EXIT DM INFINITY UP TO 50 SHEETS	\$80,294.70	\$69,856.39	13%	\$7,300.00	\$6,935.00	5%	\$644.27	n/a	n/a	n/a	n/a
D2C0	PRODUCTION INSERTER	D2000 TWO ENCLOSURE FEEDER SYSTEM	\$200,889.70	\$170,766.25	15%	\$11,159.00	\$10,601.05	5%	\$989.84	n/a	n/a	n/a	n/a
D2C1	PRODUCTION INSERTER	D2000 THREE ENCLOSURE FEEDER SYSTEM	\$205,374.80	\$174,568.58	15%	\$11,606.00	\$11,025.70	5%	\$1,024.29	n/a	n/a	n/a	n/a
D2C2	PRODUCTION INSERTER	D2000 FOUR ENCLOSURE FEEDER SYSTEM	\$229,424.60	\$195,010.91	15%	\$12,800.00	\$12,160.00	5%	\$1,129.67	n/a	n/a	n/a	n/a
1T04	PRODUCTION INSERTER ACCESSORIES	D2C US DM INFINITY PERMIT METER	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CYCLECOVERAGE	PRODUCTION INSERTER ACCESSORIES	CYCLE COVERAGE FEE	\$0.005/PER CYCLE	\$0.005/PER CYCLE	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Folder-Inserters, Low Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	20%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	16%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
T1PP	LOW VOLUME FOLDER-INSERTER ACCESSORIES	PERFED PAPER RELAY 2500-4500	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T1NP	LOW VOLUME FOLDER-INSERTER ACCESSORIES	NON PERF PAPER RELAY 2500-4500	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F381076	LOW VOLUME FOLDER-INSERTER ACCESSORIES	KIT, RELAY 2500-4500 PB LOGO	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T1TC	LOW VOLUME FOLDER-INSERTER FURNITURE	OPTIONAL CASTERS FOR INSERTER TABLES	\$659.44	\$419.58	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T1AT	LOW VOLUME FOLDER-INSERTER ACCESSORIES	ADDITIONAL SHEET FEEDER	\$1,598.00	\$1,342.32	16%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
T1TA	LOW VOLUME FOLDER-INSERTER FURNITURE	3X3X3X29-36 STORAGE CABINET	\$1,794.06	\$1,346.22	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T1TB	LOW VOLUME FOLDER-INSERTER FURNITURE	45.5X3X29-36 STORAGE CABINET	\$1,899.72	\$1,424.79	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T1B1	LOW VOLUME FOLDER-INSERTER ACCESSORIES	DWR SCANNER W/INSTALL & TRG	\$1,973.16	\$1,558.80	21%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T1D0	LOW VOLUME FOLDER-INSERTER ACCESSORIES	DWR SCANNER WITH INSTALL & TRG	\$1,973.16	\$1,558.80	21%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
T1R5	LOW VOLUME FOLDER-INSERTER ACCESSORIES	VERTICAL STACKER W/INSTALL & TRG	\$2,170.80	\$1,562.98	28%	\$174.00	\$139.20	20%	\$12.93	n/a	n/a	n/a	n/a
T1T4	LOW VOLUME FOLDER-INSERTER ACCESSORIES	2D TOP SCANNER W/INSTALL & TRAINING	\$2,653.56	\$2,096.31	21%	\$487.00	\$389.60	20%	\$36.19	n/a	n/a	n/a	n/a
T1T3	LOW VOLUME FOLDER-INSERTER ACCESSORIES	2D BOTTOM SCANNER W/INSTALL & TRAINING	\$2,653.56	\$2,096.31	21%	\$487.00	\$389.60	20%	\$36.19	n/a	n/a	n/a	n/a
T1B2	LOW VOLUME FOLDER-INSERTER ACCESSORIES	2D TOP W/ RIE/ INSTALL & TRG	\$3,085.56	\$2,437.59	21%	\$487.00	\$389.60	20%	\$36.19	n/a	n/a	n/a	n/a
T1B3	LOW VOLUME FOLDER-INSERTER ACCESSORIES	2D BOTTOM W/RIE/ INSTALL & TRG	\$3,085.56	\$2,437.59	21%	\$487.00	\$389.60	20%	\$36.19	n/a	n/a	n/a	n/a
T1B4	LOW VOLUME FOLDER-INSERTER ACCESSORIES	2D I&T C-DOUBLE FRONT /HALF- Z BACK /RIP	\$3,493.80	\$2,934.79	16%	\$505.00	\$404.00	20%	\$37.53	n/a	n/a	n/a	n/a
T1B5	LOW VOLUME FOLDER-INSERTER ACCESSORIES	2D I&T HALF- Z FRONT/C- DOUBLE BACK/RIP	\$3,493.80	\$2,934.79	16%	\$505.00	\$404.00	20%	\$37.53	n/a	n/a	n/a	n/a
T1Z5	LOW VOLUME FOLDER-INSERTER	RELAY 2500 W/INSTALL & TRAINING	\$30,632.60	\$7,549.15	29%	\$960.00	\$768.00	20%	\$71.35	n/a	n/a	n/a	n/a

Folder-Inserters, Medium Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	20%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	17%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts if end user is utilizing Time and Materials Maintenance	20%
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
F9PG2	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	POWERGUARD SERVICE PACKAGE 2	\$113.50	\$94.21	17%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F9D0020	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	POWERGUARD2	\$149.00	\$95.36	36%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F9PG	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	POWERGUARD	\$339.00	\$267.81	21%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F790725	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	SALES KIT FEEDER INSERT SUPPORT	\$495.70	\$406.47	18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TT7E	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	SCANNER MOUNTING KIT HIGH CAP SHEET FDR	\$1,224.72	\$1,016.52	17%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TTVP	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	VERTICAL POWER STACKER	\$2,466.72	\$1,924.04	22%	\$181.00	\$144.80	20%	\$13.45	n/a	n/a	n/a	n/a
TTVY	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	2D TOWER/INST& TRG/INTEGRITY EXPRESS	\$3,561.84	\$2,457.67	31%	\$1,287.00	\$1,029.60	20%	\$95.65	n/a	n/a	n/a	n/a
TTVU	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	2D TOWER/INST&TRG/RELAY INTEG PRO STD	\$3,359.88	\$2,620.71	22%	\$1,237.00	\$989.60	20%	\$91.93	\$370.00	\$456.00	20%	\$42.36
TTFT	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	2D HCF/INST&TRG/RELAY INTEG PRO STD	\$3,056.56	\$3,944.12	23%	\$1,055.00	\$844.00	20%	\$78.41	\$370.00	\$456.00	20%	\$43.36
TTVW	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	2D TOWER/INST&TRG/RELAY INTEG PRO ADV	\$5,056.56	\$3,944.12	22%	\$1,237.00	\$989.60	20%	\$91.93	\$950.00	\$760.00	20%	\$70.60
TTVX	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	2D SHEET FDR/INST&TRG/INTEGRITY EXPRESS	\$5,361.12	\$4,181.67	22%	\$1,098.00	\$878.40	20%	\$81.60	n/a	n/a	n/a	n/a
TTVD	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	2D CAMERA HIGH CAPACITY SHEET FEEDER	\$5,295.24	\$4,395.05	17%	\$1,186.00	\$948.80	20%	\$88.14	n/a	n/a	n/a	n/a
TTVU	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	2D HCF/INST&TRG/RELAY INTEG PRO ADV	\$6,864.48	\$5,354.29	22%	\$1,055.00	\$844.00	20%	\$78.41	\$950.00	\$760.00	20%	\$70.60
TTSP	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 5000/6000 FILE BASED PROCESSING WITHOUT PC	\$12,652.20	\$8,730.02	31%	\$362.00	\$289.60	20%	\$26.90	\$375.00	\$300.00	20%	\$27.87
TT6P	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 5000/6000 FILE BASED PROCESSING	\$13,887.72	\$9,582.53	31%	\$863.00	\$690.40	20%	\$64.14	\$375.00	\$300.00	20%	\$27.87
TT3S	MEDIUM VOLUME FOLDER-INSERTER	RELAY 3500 W/INSTALL & TRAINING	\$15,694.56	\$11,143.14	29%	\$1,320.00	\$1,056.00	20%	\$98.10	n/a	n/a	n/a	n/a
TT4S	MEDIUM VOLUME FOLDER-INSERTER	RELAY 4500 W/INSTALL & TRAINING	\$16,785.32	\$14,089.14	25%	\$1,872.00	\$1,497.60	20%	\$189.13	n/a	n/a	n/a	n/a
TT5D	MEDIUM VOLUME FOLDER-INSERTER	RELAY 5000 W/A FEEDER TOWER	\$26,534.52	\$18,839.51	29%	\$2,552.00	\$2,041.60	20%	\$189.67	n/a	n/a	n/a	n/a
TT6D	MEDIUM VOLUME FOLDER-INSERTER	RELAY 6000 INSERTING SYSTEM	\$52,048.44	\$39,036.33	25%	\$3,617.00	\$2,893.60	20%	\$268.82	n/a	n/a	n/a	n/a

Folder-inserters, High Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Offerors Response
NO VOLUME OR TERM DISCOUNTS INCLUDED	
Required	
Percent (%) Discount from MSRP off Base Category Equipment	28%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	28%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
F79042-01	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	POWER CORD	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
D8X	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	SECOND STACKER FOR TANDEM BELT STACKER	\$0.00	\$0.00	0%	\$251.00	\$200.80	20%	\$18.65	n/a	n/a	n/a	n/a
F790135	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	SALES-KIT-MATTE BOOKLET KIT FOR TOWER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F790442	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	SALES KIT-FLAT ENVELOPE KIT FOR TOWER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F790034	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	USB HUB	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
D80012	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	VERTICAL POWER LOCALIZATION KIT- US	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F790700-01-PB	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	LOCALIZATION KIT - U.S. - PB	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F791700-01-PB	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	LOCALIZATION KIT, HCSP - U.S., PB	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F790726	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	SALES KIT - ADJUSTABLE SHINGLE TRAY	\$155.52	\$104.20	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F780184	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	INSERT TRAY	\$254.88	\$160.57	37%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F780183	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	SHEET/FLAT ENVELOPE TRAY	\$254.88	\$160.57	37%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F700327	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	SPECIAL TOWER FEEDER KIT	\$322.92	\$216.36	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8M	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 9000 PEDAL KIT FOR MANUAL FEED	\$411.84	\$288.29	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8N	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	STRAIGHT IN LINE POWER STACKER KIT	\$429.52	\$300.66	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F790018	HIGH VOLUME FOLDER-INSERTER FURNITURE	18 IN. CONSOLE EXTENSION	\$459.00	\$321.30	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F790019	HIGH VOLUME FOLDER-INSERTER FURNITURE	30 IN. CONSOLE EXTENSION	\$588.60	\$412.02	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F758	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	BARCODE SCANNING SOFTWARE	\$927.72	\$621.57	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F7D1	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	BOTTOM ADDRESS INVERTER KIT	\$1,399.68	\$937.79	33%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
T8K	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	HIGH CAPACITY BIN FOR HIGH SHEET COUNT SETS (2 POSITIONS)	\$1,465.36	\$1,025.75	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8R	HIGH VOLUME FOLDER-INSERTER FURNITURE	HEIGHT ADJUSTABLE TABLE, 60IN. W/ SHELF	\$2,327.40	\$1,629.18	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8T	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	EXIT TRANSPORT	\$2,467.80	\$1,653.43	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8R1	HIGH VOLUME FOLDER-INSERTER FURNITURE	HEIGHT ADJUSTABLE TABLE, 60IN. W/ SHELF AND LOCKING DOORS	\$2,738.88	\$1,917.22	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8D	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	2D TOWER SCANNING	\$3,000.96	\$2,070.94	31%	\$1,287.00	\$1,029.60	20%	\$86.65	n/a	n/a	n/a	n/a
WS93	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	FILE BASED PROCESSING WINDOWS 10 PC	\$3,355.88	\$2,349.12	30%	\$501.00	\$400.80	20%	\$37.23	n/a	n/a	n/a	n/a
T8M1	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	T8M - TOWER SCANNING HARDWARE	\$3,931.20	\$2,633.90	33%	\$421.00	\$336.80	20%	\$31.29	n/a	n/a	n/a	n/a
F77B	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	TOWER OMR BARCODE SCANNING HARDWARE	\$3,931.20	\$2,633.90	33%	\$421.00	\$336.80	20%	\$31.29	n/a	n/a	n/a	n/a
F7F5	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	FIXED BEAM OMR AND BARCODE SCANNER FOR HIGH CAPACITY SHEET FEED	\$3,931.20	\$2,633.90	33%	\$252.00	\$201.60	20%	\$18.73	n/a	n/a	n/a	n/a
F7M1	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	MAIL MACHINE INTERFACE FOR CONNECT+ 3000	\$4,069.44	\$2,736.52	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F7M7	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	MAIL MACHINE INTERFACE FOR CONNECT+ 1000/2000	\$4,069.44	\$2,736.52	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8RC	HIGH VOLUME FOLDER-INSERTER FURNITURE	60 IN. HEIGHT ADJUSTABLE TABLE, NO DOORS, SLIDING SHELF	\$4,660.20	\$3,262.14	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8BB	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	BELT STACKER W/ INSTALLATION TO HEIGHT STAND	\$5,127.72	\$3,425.52	33%	\$251.00	\$200.80	20%	\$18.65	n/a	n/a	n/a	n/a
T8FS	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	FLAT SEALER	\$5,342.76	\$3,579.85	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8RD	HIGH VOLUME FOLDER-INSERTER FURNITURE	90 IN. HEIGHT ADJUSTABLE TABLE, NO DOORS, SLIDING SHELF	\$5,670.00	\$3,969.00	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8BD	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	TANDEM BELT STACKER W/ INSTALLATION TO HEIGHT STAND, INLINE	\$6,663.60	\$4,464.61	33%	\$251.00	\$200.80	20%	\$18.65	n/a	n/a	n/a	n/a
T8F	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 9000 BELT STACKER	\$6,576.96	\$4,603.87	30%	\$690.00	\$552.00	20%	\$51.28	n/a	n/a	n/a	n/a
T8BC	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	BOOKLET FEEDER	\$6,576.96	\$4,603.87	30%	\$690.00	\$552.00	20%	\$51.28	n/a	n/a	n/a	n/a
T8GC	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 9000 2D / 1D SCANNER (2 POSITIONS-INCLUDES LARGE TRAY)	\$8,167.72	\$5,717.40	30%	\$778.00	\$622.40	20%	\$57.82	n/a	n/a	n/a	n/a
T8HC	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	HIGH CAPACITY SHEET FEEDER	\$9,100.08	\$5,824.05	36%	\$938.00	\$750.40	20%	\$69.71	n/a	n/a	n/a	n/a
T8J	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 9000 OMR/BARCODE SCANNER	\$11,510.28	\$8,057.20	30%	\$1,129.00	\$903.20	20%	\$83.91	n/a	n/a	n/a	n/a
T8P	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 7000/8000 FILE BASED PROCESSING WITHOUT PC	\$18,834.12	\$12,618.86	33%	\$362.00	\$289.60	20%	\$26.90	\$375.00	\$300.00	20%	\$27.87
D8P	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	D8P FILE BASED PROCESSING	\$20,069.64	\$13,446.66	33%	\$600.00	\$480.00	20%	\$46.14	n/a	n/a	n/a	n/a
T8E	HIGH VOLUME FOLDER-INSERTER	RELAY 9000 MULTIFUNCTION FOLDER	\$32,184.16	\$22,528.91	30%	\$3,334.00	\$2,667.20	20%	\$247.78	n/a	n/a	n/a	n/a
T8B	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 9000 2ND TOWER	\$36,087.28	\$25,261.10	30%	\$3,742.00	\$2,993.60	20%	\$278.11	n/a	n/a	n/a	n/a
T7D	HIGH VOLUME FOLDER-INSERTER	RELAY 7000 INSERTING SYSTEM	\$58,551.12	\$37,472.72	36%	\$4,334.00	\$3,467.20	20%	\$322.10	n/a	n/a	n/a	n/a
T8D	HIGH VOLUME FOLDER-INSERTER	RELAY 8000 INSERTING SYSTEM	\$85,096.44	\$57,014.61	33%	\$5,994.00	\$4,795.20	20%	\$448.48	n/a	n/a	n/a	n/a
T8P	HIGH VOLUME FOLDER-INSERTER	RELAY 9000 INSERTER W/INST/TRG-500K MO W/ BASE, MAIL FEEDER, TOW	\$97,798.08	\$68,458.66	30%	\$9,862.00	\$7,889.60	20%	\$732.95	n/a	n/a	n/a	n/a

Folder-inserters, Production (Reference Part 3.19)

All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.
NO VOLUME OR TERM DISCOUNTS INCLUDED

Offerors Response

** In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024. The metering function as well as support for the DM Infinity meter will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS

Required	
Percent (%) Discount from MSRP off Base Category Equipment	15%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	13%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	5%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
DZK1	PRODUCTION FOLDER INSERTER ACCESSORIES	DZK1 - 1.5M ANNUALLY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DZK2	PRODUCTION FOLDER INSERTER ACCESSORIES	DZK1 - 2.5M ANNUALLY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1F90	PRODUCTION FOLDER INSERTER ACCESSORIES	DATA CAPTURE UPLOAD	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FX8	PRODUCTION FOLDER INSERTER ACCESSORIES	EXTERNAL ACCOUNTING ENABLER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DZDC	PRODUCTION FOLDER INSERTER ACCESSORIES	DZ2000 SW UPDATE FOR FIELD RETROFIT	\$421.55	\$366.75	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
RDSE	PRODUCTION FOLDER INSERTER ACCESSORIES	SYSTEMS ENGINEERING - FIP OR WINDO SERVER INST&TRG	\$2,245.10	\$1,953.24	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F89Q	PRODUCTION FOLDER INSERTER ACCESSORIES	BOTTOM EDGE ENVELOPE MARKER 728	\$1,463.90	\$1,271.85	13%	\$121.00	\$114.95	5%	\$10.68	\$10.68	n/a	n/a	n/a
F8AA	PRODUCTION FOLDER INSERTER ACCESSORIES	STANDARD FOLD PLATES	\$4,299.90	\$3,740.91	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
F89D	PRODUCTION FOLDER INSERTER ACCESSORIES	FIXED BEAM OMR AND BARCODE SCANNER BOTTOM SCAN	\$4,299.90	\$3,740.91	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F89Z	PRODUCTION FOLDER INSERTER ACCESSORIES	FIXED BEAM OMR AND BARCODE SCANNER TOP SCAN	\$4,299.90	\$3,740.91	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
F89K	PRODUCTION FOLDER INSERTER ACCESSORIES	BOTTOM SCANNING FOR ENCLOSURE FEEDER/MOVING BEAM	\$4,533.00	\$3,945.45	13%	\$366.00	\$347.70	5%	\$32.30	n/a	n/a	n/a	n/a
F89J	PRODUCTION FOLDER INSERTER ACCESSORIES	TOP SCANNING FOR ENCLOSURE FEEDER/MOVING BEAM	\$4,665.90	\$4,059.33	13%	\$366.00	\$347.70	5%	\$32.30	n/a	n/a	n/a	n/a
F89C	PRODUCTION FOLDER INSERTER ACCESSORIES	LOW CAP DIVERT W/ SMART DEFLECT	\$9,090.00	\$7,908.30	13%	\$590.00	\$560.50	5%	\$52.07	n/a	n/a	n/a	n/a
DZCB	PRODUCTION FOLDER INSERTER ACCESSORIES	ADDITIONAL DIVERT BIN FOR FACE DOWN PROCESSING	\$8,654.30	\$7,529.24	13%	\$852.00	\$809.40	5%	\$75.19	n/a	n/a	n/a	n/a
DZWR	PRODUCTION FOLDER INSERTER ACCESSORIES	RETROFIT MAIN PC DZ2000	\$10,000.00	\$8,700.00	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F89R	PRODUCTION FOLDER INSERTER ACCESSORIES	AUTOMATIC FOLD CAPABILITY	\$27,123.90	\$24,889.01	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F89F	PRODUCTION FOLDER INSERTER ACCESSORIES	2D CAMERA SCANNER	\$18,080.50	\$15,730.04	13%	\$1,124.00	\$1,067.80	5%	\$99.20	n/a	n/a	n/a	n/a
DZMS	PRODUCTION FOLDER INSERTER ACCESSORIES	DZ2000 FILE BASED MICROSERVER	\$20,487.30	\$17,823.95	13%	\$1,707.00	\$1,621.65	5%	\$150.65	n/a	n/a	n/a	n/a
F89H	PRODUCTION FOLDER INSERTER ACCESSORIES	2D TOP SCANNER FOR SHEET FEEDER	\$19,401.76	\$16,879.53	13%	\$2,078.76	\$1,974.82	5%	\$183.46	n/a	n/a	n/a	n/a
F89L	PRODUCTION FOLDER INSERTER ACCESSORIES	2D TOP SCANNING FOR ENCLOSURE FEEDER	\$23,334.10	\$20,300.67	13%	\$1,124.00	\$1,067.80	5%	\$99.20	n/a	n/a	n/a	n/a
DZST	PRODUCTION FOLDER INSERTER ACCESSORIES	FILE BASED PROCESSING	\$31,589.20	\$27,482.60	13%	\$3,328.00	\$3,161.60	5%	\$293.71	n/a	n/a	n/a	n/a
F8AB	PRODUCTION FOLDER INSERTER ACCESSORIES	HCSF W/ STANDARD HOPPER	\$47,175.70	\$41,042.86	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
F89A	PRODUCTION FOLDER INSERTER ACCESSORIES	HCSF W/ EXTENDED HOPPER	\$50,476.80	\$43,914.82	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
DZCD	PRODUCTION FOLDER INSERTER	DZ2000 TWO ENCLOSURE FEEDER SYSTEM	\$200,889.70	\$170,756.25	15%	\$11,159.00	\$10,601.05	5%	\$984.84	n/a	n/a	n/a	n/a
DZCL	PRODUCTION FOLDER INSERTER	DZ2000 THREE ENCLOSURE FEEDER SYSTEM	\$295,374.80	\$254,568.58	15%	\$11,605.00	\$11,025.70	5%	\$1,024.29	n/a	n/a	n/a	n/a
DZC2	PRODUCTION FOLDER INSERTER	DZ2000 FOUR ENCLOSURE FEEDER SYSTEM	\$229,424.60	\$195,010.91	15%	\$12,800.00	\$12,160.00	5%	\$1,129.67	n/a	n/a	n/a	n/a
1TD4	PRODUCTION FOLDER INSERTER ACCESSORIES	UKC, US, DM INFINITY PERMIT METER	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CYCLEOVERAGE	PRODUCTION FOLDER INSERTER ACCESSORIES	CYCLE OVERAGE FEE	\$0.005/PER CYCLE	\$0.005/PER CYCLE	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DZDA	PRODUCTION FOLDER INSERTER ACCESSORIES	FACE DOWN EXIT ONE DIVERT	\$21,257.50	\$18,494.03	13%	\$3,278.00	\$3,164.10	5%	\$301.05	n/a	n/a	n/a	n/a
DZDE	PRODUCTION FOLDER INSERTER ACCESSORIES	EDGE MARKER, FACE DOWN EXITS	\$4,706.85	\$4,093.22	13%	\$349.00	\$331.55	5%	\$30.80	n/a	n/a	n/a	n/a
DZDX	PRODUCTION FOLDER INSERTER ACCESSORIES	FACE UP EXIT DM INFINITY UP TO 20 SHEETS	\$79,016.00	\$68,743.92	13%	\$7,184.00	\$6,824.80	5%	\$643.03	n/a	n/a	n/a	n/a
DZDY	PRODUCTION FOLDER INSERTER ACCESSORIES	FACE UP EXIT DM INFINITY UP TO 50 SHEETS	\$80,294.70	\$69,856.39	13%	\$7,300.00	\$6,935.00	5%	\$644.27	n/a	n/a	n/a	n/a
DZDG	PRODUCTION FOLDER INSERTER ACCESSORIES	FACE UP EXIT ONE DIVERT UP TO 20 SHEETS	\$48,762.40	\$41,988.29	13%	\$4,388.00	\$4,168.60	5%	\$387.27	n/a	n/a	n/a	n/a
DZDH	PRODUCTION FOLDER INSERTER ACCESSORIES	FACE UP EXIT ONE DIVERT UP TO 50 SHEETS	\$49,457.10	\$43,027.68	13%	\$4,497.00	\$4,272.15	5%	\$396.89	n/a	n/a	n/a	n/a
DZDI	PRODUCTION FOLDER INSERTER ACCESSORIES	ADDITIONAL DIVERT BIN FACE UP EXITS	\$12,677.30	\$11,029.25	13%	\$1,153.00	\$1,095.35	5%	\$101.76	n/a	n/a	n/a	n/a
F8MC	PRODUCTION FOLDER INSERTER ACCESSORIES	BUCKLE CHUTE FOR HIGH SHEET COUNT TRI FOLDED SETS	\$1,975.00	\$1,718.25	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Envelope Addressing System, Ink Jet, Low Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	18%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	18%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
PB-MAX3	LOW VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	ADDRESSRIGHT BLACK INK	\$47.99	\$39.50	18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PB-RED	LOW VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	ADDRESSRIGHT RED INK	\$58.99	\$48.50	18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PB-BLUE	LOW VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	ADDRESSRIGHT BLUE INK	\$58.99	\$48.50	18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PB-GREEN	LOW VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	ADDRESSRIGHT GREEN INK	\$58.99	\$48.50	18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
WH4PBMAX3	LOW VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	ADDRESSRIGHT 100 BLACK INK STARTER KIT	\$221.00	\$172.38	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AR100	LOW VOLUME INK JET ENVELOPE ADDRESSING SYSTEM	ADDRESSRIGHT 100 PRINTER (K 300K CYCLES/MO)	\$11,249.00	\$8,774.22	22%	\$1,023.00	\$818.40	20%	\$76.03	n/a	n/a	n/a	n/a

Envelope Addressing System, Ink Jet, Medium Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	18%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	18%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
WHBPBMAX3	MEDIUM VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	ADDRESSRIGHT 200 BLACK INK STARTER KIT	\$331.00	\$258.18	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
W763	MEDIUM VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	W760 STACKER FOR ADDRESSRIGHT PRINTERS	\$2,376.00	\$1,948.32	18%	\$229.00	\$183.20	20%	\$17.02	n/a	n/a	n/a	n/a
W764	MEDIUM VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	W760 STACKER AND DRYER FOR ADDRESSRIGHT PRINTERS	\$5,287.00	\$4,335.34	18%	\$357.00	\$285.60	20%	\$26.53	n/a	n/a	n/a	n/a
AR200	MEDIUM VOLUME INK JET ENVELOPE ADDRESSING SYSTEM	ADDRESSRIGHT 200 (< 600K CYCLES/MO)	\$17,202.00	\$13,417.56	22%	\$1,740.00	\$1,392.00	20%	\$129.32	n/a	n/a	n/a	n/a

Envelope Addressing System, Ink Jet, High Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Offerors Response
NO VOLUME OR TERM DISCOUNTS INCLUDED	
Required	
Percent (%) Discount from MSRP off Base Category Equipment	13%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	13%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
W429	HIGH VOLUME INK JET ENVELOPE ADDRESSING SYSTEM	17" FLAT PANEL DISPLAY	\$236.00	\$205.32	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
WHPBMAX3	HIGH VOLUME INK JET ENVELOPE ADDRESSING SYSTEM	ADDRESSRIGHT 300 BLACK INK STARTER KIT	\$441.00	\$366.03	17%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ARPF	HIGH VOLUME INK JET ENVELOPE ADDRESSING SYSTEM	ADDRESSRIGHT 300 & FEEDER (c 1M CYCLES/MO)	\$26,933.00	\$22,354.39	17%	\$2,883.00	\$2,306.40	20%	\$214.27	n/a	n/a	n/a	n/a

Tabbers, High Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Offerors Response
NO VOLUME OR TERM DISCOUNTS INCLUDED	
Required	
Percent (%) Discount from MSRP off Base Category Equipment	28%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	28%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
DT3T	HIGH VOLUME TABBERS ACCESSORIES	STAND FOR W985 CONVEYOR STACKER	\$963.00	\$693.36	28%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
W760	HIGH VOLUME TABBERS ACCESSORIES	STACKER FOR W360 TABBER	\$2,096.00	\$1,446.24	31%	\$220.00	\$176.00	20%	\$16.35	n/a	n/a	n/a	n/a
DT3S	HIGH VOLUME TABBERS ACCESSORIES	W985 CONVEYOR STACKER FOR W360 MULTIFUNCTION TABBER SYSTEM	\$4,042.00	\$2,910.24	28%	\$340.00	\$272.00	20%	\$25.27	n/a	n/a	n/a	n/a
DT3A	HIGH VOLUME TABBERS	W360 MULTIFUNCTION TABBER SYSTEM	\$24,204.00	\$16,700.76	31%	\$2,369.00	\$1,895.20	20%	\$176.07	n/a	n/a	n/a	n/a

Mailing Furniture (general) (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	25%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	25%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
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Software, License and Subscription (Reference Part 3.19)	Offerors Response
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
NO VOLUME OR TERM DISCOUNTS INCLUDED	
Required	
Percent (%) Discount from MSRP off Base Category Equipment	13%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
7W00-MH	SOFTWARE, LICENSE AND SUBSCRIPTION	METER SUBSCRIPTION FOR MAILCENTER 3000	\$76.00/MONTH	\$66.12/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER3-100000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDRP ENTERPRISE TIER 3 SUB 100000	\$9,235.00/MONTH	\$7,203.39/MONTH	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-100000	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-100000 TRANSACTIONS MONTH	\$8,550.00/MONTH	\$7,438.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TECOM00M	SOFTWARE, LICENSE AND SUBSCRIPTION	TIER 2 ENHIT SEC CONTROLS MIN 325+ MAX 12 LOCATIONS	\$8,620.00/MONTH	\$7,500.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PS-PRO-4	SOFTWARE, LICENSE AND SUBSCRIPTION	PS PRO - 150,000 TRANSACTIONS PER MONTH	\$8,750.00/MONTH	\$7,612.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BYOADA	SOFTWARE, LICENSE AND SUBSCRIPTION	BRING YOUR OWN APPROVED DEVICE 4	\$80.00/MONTH	\$70.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SVAD33	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS 360 TIER C	\$83.00/MONTH	\$723.84/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATABETAIN-SND12	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING 12	\$840.00/MONTH	\$730.80/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER2-150000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDRP ENTERPRISE TIER 2 SUB 150000	\$9,775.00/MONTH	\$8,211.00/MONTH	16%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER3-150000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDRP ENTERPRISE TIER 3 SUB 150000	\$10,375.00/MONTH	\$8,715.00/MONTH	16%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CD5F	SOFTWARE, LICENSE AND SUBSCRIPTION	CELLULAR CONNECTION FOR SENDRP C	\$10.00/MONTH	\$8.70/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTIR	SOFTWARE, LICENSE AND SUBSCRIPTION	SP/PRINT/SHIP BASIC 50 USERS	\$10.00/MONTH	\$8.70/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTP	SOFTWARE, LICENSE AND SUBSCRIPTION	UP TO 50 USERS WITHOUT HARDWARE OR METER	\$10.00/MONTH	\$8.70/MONTH	13%	n/a	n/a	n/a	n/a	\$0.00	\$0.00	0%	\$0.00
PTIR	SOFTWARE, LICENSE AND SUBSCRIPTION	UP TO 50 USERS WITH HARDWARE OR METER	\$10.00/MONTH	\$8.70/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ALMSP360	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ALM SUPPORT FOR SP360 CDS/ ACCOUNTS	\$10.00/MONTH	\$8.70/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PC-PRO-F	SOFTWARE, LICENSE AND SUBSCRIPTION	\$100 LABELS PER MONTH	\$920.00/MONTH	\$800.40/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER3-2500	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDRP ENTERPRISE TIER 3 SUB 2500	\$1,055.00/MONTH	\$822.90/MONTH	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-NEG-03	SOFTWARE, LICENSE AND SUBSCRIPTION	USPS NEGOTIATED RATE LVL 03	\$97.00/MONTH	\$84.39/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP-NEG-03	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	USPS NEGOTIATED RATE LVL 03	\$97.00/MONTH	\$84.39/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-NEG-03	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	USPS NEGOTIATED RATE LVL 03	\$97.00/MONTH	\$84.39/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-2500	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-2500 TRANSACTIONS MONTH	\$980.00/MONTH	\$852.60/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BYOADS	SOFTWARE, LICENSE AND SUBSCRIPTION	BRING YOUR OWN APPROVED DEVICE 5	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CD5FE	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CELLULAR ROUTER 8G MONTHLY DATA PLAN	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NVME	SOFTWARE, LICENSE AND SUBSCRIPTION	INVIEW DASHBOARD - UP TO 50 METERS	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
RCSE	SOFTWARE, LICENSE AND SUBSCRIPTION	RELAY INTEGRITY EXPRESS	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360ACCTSF	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360 ANALYTICS	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360CCTF	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	EQUIPMENT CONNECTIVITY (METERS)	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360ENDCSF	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360/PITNEYSHIP PRO	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360TRACSF	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360 RECEIVING	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-BBSDK	SOFTWARE, LICENSE AND SUBSCRIPTION	BLACK BOX SDK	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
360-AP-BASE	SOFTWARE, LICENSE AND SUBSCRIPTION	360 AP BASE SUBSCRIPTION	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSEAUDITSUB	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-AUDIT LOGGING SUBSCRIPTN	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSELOWCODESUB	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-LOW CODE SUBSCRIPTN	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSEREGIONSUB	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-REGION CARRIER SUBSCRIPTN	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360ALLD	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360/PITNEYSHIP PRO 100 LOCATIONS	\$1,000.00/MONTH	\$870.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-HL1	SOFTWARE, LICENSE AND SUBSCRIPTION	HOSTING LEVEL 1	\$1,000.00/MONTH	\$870.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-150000	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-150000 TRANSACTIONS MONTH	\$10,380.00/MONTH	\$9,030.60/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
1E02	\$ 219.00	\$ 249.66	\$ 300.03	\$ 374.49
1E05	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
1E07	\$ -	\$ -	\$ -	\$ -
1E08	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
1E20	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
1E21	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
1E23	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
1E26	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
1E27	\$ 71.00	\$ 80.94	\$ 97.27	\$ 121.41
1E28	\$ 72.00	\$ 82.08	\$ 98.64	\$ 123.12
1E30	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
1E31	\$ 180.00	\$ 205.20	\$ 246.60	\$ 307.80
1E40	\$ 38.00	\$ 43.32	\$ 52.06	\$ 64.98
1E41	\$ 38.00	\$ 43.32	\$ 52.06	\$ 64.98
1E43	\$ 72.00	\$ 82.08	\$ 98.64	\$ 123.12
1E44	\$ 69.00	\$ 78.66	\$ 94.53	\$ 117.99
1E45	\$ 72.00	\$ 82.08	\$ 98.64	\$ 123.12
1E48	\$ 41.00	\$ 46.74	\$ 56.17	\$ 96.05
1E50	\$ 236.00	\$ 269.04	\$ 323.32	\$ 403.56
1E58	\$ 234.00	\$ 266.76	\$ 320.58	\$ 548.19
1E0T	\$ 219.00	\$ 249.66	\$ 300.03	\$ 374.49
1E26-A	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
1E2R	\$ 219.00	\$ 249.66	\$ 300.03	\$ 374.49
1E3R	\$ 228.00	\$ 259.92	\$ 312.36	\$ 389.88
1E3S	\$ 38.00	\$ 43.32	\$ 52.06	\$ 64.98
1E6R	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
1ER3	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
1SDL	\$ 884.00	\$ 1,007.76	\$ 1,211.08	\$ 1,511.64
2H00	\$ 151.00	\$ 172.14	\$ 206.87	\$ 258.21
397-B	\$ -	\$ -	\$ -	\$ -
3C00	\$ 108.00	\$ 123.12	\$ 147.96	\$ 184.68
3C01	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
3C0R	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
3C0X	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
3C10	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
3C5R	\$ 108.00	\$ 123.12	\$ 147.96	\$ 184.68
3CE5	\$ 108.00	\$ 123.12	\$ 147.96	\$ 184.68
3CER	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
3CES	\$ 108.00	\$ 123.12	\$ 147.96	\$ 184.68
4C00	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
4C0R	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
4C0X	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
4C10	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
4C5R	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
4CE5	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
4CER	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
4CES	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
6C00	\$ 462.00	\$ 526.68	\$ 632.94	\$ 790.02
6C05	\$ 462.00	\$ 526.68	\$ 632.94	\$ 790.02
6C0R	\$ 462.00	\$ 526.68	\$ 632.94	\$ 790.02
6CF1	\$ 608.00	\$ 693.12	\$ 832.96	\$ 1,039.68
6CFR	\$ 608.00	\$ 693.12	\$ 832.96	\$ 1,039.68
8H00	\$ 151.00	\$ 172.14	\$ 206.87	\$ 258.21
9H00	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
APK1	\$ 64.00	\$ 72.96	\$ 87.68	\$ 109.44
APK2	\$ 64.00	\$ 72.96	\$ 87.68	\$ 109.44
APK3	\$ 64.00	\$ 72.96	\$ 87.68	\$ 109.44
AR100	\$ 1,064.00	\$ 1,212.96	\$ 1,457.68	\$ 1,819.44
AR200	\$ 1,810.00	\$ 2,063.40	\$ 2,479.70	\$ 3,095.10
ARPF	\$ 2,999.00	\$ 3,418.86	\$ 4,108.63	\$ 5,128.29
AZBA	\$ 253.63	\$ 289.14	\$ 347.47	\$ 433.71
AZBAOMAS	\$ 253.63	\$ 289.14	\$ 347.47	\$ 433.71
AZBB	\$ 612.54	\$ 698.30	\$ 839.18	\$ 1,047.44
AZBBOMAS	\$ 612.54	\$ 698.30	\$ 839.18	\$ 1,047.44
AZBC	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38
AZBCOMAS	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38
AZBD	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38
AZBDOMAS	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38
AZBE	\$ 461.00	\$ 525.54	\$ 631.57	\$ 788.31
AZBF	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZBJ	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZBL	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZBM	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZBN	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZBP	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZBR	\$ 2,809.00	\$ 3,202.26	\$ 3,848.33	\$ 4,803.39
AZBS	\$ 2,809.00	\$ 3,202.26	\$ 3,848.33	\$ 4,803.39
AZBT	\$ 372.00	\$ 424.08	\$ 509.64	\$ 636.12
AZBU	\$ 798.00	\$ 909.72	\$ 1,093.26	\$ 1,364.58
AZBV	\$ 2,252.00	\$ 2,567.28	\$ 3,085.24	\$ 3,850.92
AZBX	\$ 2,252.00	\$ 2,567.28	\$ 3,085.24	\$ 3,850.92
AZCE	\$ 461.00	\$ 525.54	\$ 631.57	\$ 788.31
AZCF	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZCG	\$ 566.58	\$ 645.90	\$ 776.21	\$ 968.85
AZCGOMAS	\$ 798.00	\$ 909.72	\$ 1,093.26	\$ 1,364.58
AZCJ	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZCL	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZCM	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
AZCQ	\$ 250.97	\$ 286.11	\$ 343.83	\$ 429.16
AZCR	\$ 2,809.00	\$ 3,202.26	\$ 3,848.33	\$ 4,803.39
AZCS	\$ 2,809.00	\$ 3,202.26	\$ 3,848.33	\$ 4,803.39
AZCW	\$ 253.63	\$ 289.14	\$ 347.47	\$ 433.71
AZCX	\$ 612.54	\$ 698.30	\$ 839.18	\$ 1,047.44
AZCY	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38
AZCZ	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38
AZDS	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
AZDT	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
AZDU	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
AZSA	\$ 372.00	\$ 424.08	\$ 509.64	\$ 636.12
AZSB	\$ 253.63	\$ 289.14	\$ 347.47	\$ 433.71
BM10	\$ 617.00	\$ 703.38	\$ 845.29	\$ 1,055.07
BM11	\$ 617.00	\$ 703.38	\$ 845.29	\$ 1,055.07
BM40	\$ 617.00	\$ 703.38	\$ 845.29	\$ 1,055.07
BM41	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
BM42	\$ 221.00	\$ 251.94	\$ 302.77	\$ 377.91
BM43	\$ 297.00	\$ 338.58	\$ 406.89	\$ 507.87
BM44	\$ 221.00	\$ 251.94	\$ 302.77	\$ 377.91
BM48	\$ 617.00	\$ 703.38	\$ 845.29	\$ 1,055.07
BM52	\$ 617.00	\$ 703.38	\$ 845.29	\$ 1,055.07
BMPC	\$ 463.00	\$ 527.82	\$ 634.31	\$ 791.73
C190	\$ 117.00	\$ 133.38	\$ 160.29	\$ 200.07
C190DSK	\$ 13.00	\$ 14.82	\$ 17.81	\$ 22.23
C190POS	\$ 104.00	\$ 118.56	\$ 142.48	\$ 177.84
C200	\$ -	\$ -	\$ -	\$ -
C2C1	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
C2C2	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
C300	\$ 123.00	\$ 140.22	\$ 168.51	\$ 210.33
C400	\$ 225.00	\$ 256.50	\$ 308.25	\$ 384.75
C5C1	\$ 419.00	\$ 477.66	\$ 574.03	\$ 716.49
C5C2	\$ 637.00	\$ 726.18	\$ 872.69	\$ 1,089.27
C5C3	\$ 456.00	\$ 519.84	\$ 624.72	\$ 779.76
C5CC	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
CG12	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
CG15	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
CML5	\$ 86.00	\$ 98.04	\$ 117.82	\$ 147.06
CS88	\$ 82.00	\$ 93.48	\$ 112.34	\$ 140.22
CS8A	\$ 82.00	\$ 93.48	\$ 112.34	\$ 140.22
CT00	\$ 156.00	\$ 177.84	\$ 213.72	\$ 365.46
DA5X	\$ 1,600.00	\$ 1,824.00	\$ 2,192.00	\$ 2,736.00
DA79	\$ 340.00	\$ 387.60	\$ 465.80	\$ 581.40
DA7X	\$ 1,992.00	\$ 2,270.88	\$ 2,729.04	\$ 3,406.32
DA86	\$ 215.00	\$ 245.10	\$ 294.55	\$ 367.65

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
DA8A	\$ 340.00	\$ 387.60	\$ 465.80	\$ 581.40
DA8X	\$ 1,221.00	\$ 1,391.94	\$ 1,672.77	\$ 2,087.91
DASC	\$ 565.00	\$ 644.10	\$ 774.05	\$ 966.15
DDG1	\$ 87.00	\$ 99.18	\$ 119.19	\$ 148.77
DDL3	\$ 233.00	\$ 265.62	\$ 319.21	\$ 398.43
DDL4	\$ 146.00	\$ 166.44	\$ 200.02	\$ 249.66
DDL8	\$ 208.00	\$ 237.12	\$ 284.96	\$ 355.68
DDM1	\$ 109.00	\$ 124.26	\$ 149.33	\$ 186.39
DDM3	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
DDMR	\$ 109.00	\$ 124.26	\$ 149.33	\$ 186.39
DEF1	\$ 383.00	\$ 436.62	\$ 524.71	\$ 654.93
DF10	\$ 84.00	\$ 95.76	\$ 115.08	\$ 143.64
DF80	\$ 542.00	\$ 617.88	\$ 742.54	\$ 926.82
DF8R	\$ 542.00	\$ 617.88	\$ 742.54	\$ 926.82
DF90	\$ 813.00	\$ 926.82	\$ 1,113.81	\$ 1,390.23
DF9R	\$ 813.00	\$ 926.82	\$ 1,113.81	\$ 1,390.23
DFCS	\$ 82.00	\$ 93.48	\$ 112.34	\$ 140.22
DI22	\$ 550.00	\$ 627.00	\$ 753.50	\$ 940.50
DI23	\$ 550.00	\$ 627.00	\$ 753.50	\$ 940.50
DI2R	\$ 550.00	\$ 627.00	\$ 753.50	\$ 940.50
DI2S	\$ 550.00	\$ 627.00	\$ 753.50	\$ 940.50
DI3C	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI3F	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI3G	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI3H	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI3P	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI3S	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI3T	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI3W	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI90	\$ 3,873.00	\$ 4,415.22	\$ 5,306.01	\$ 6,622.83
DI95	\$ 4,829.00	\$ 5,505.06	\$ 6,615.73	\$ 8,257.59
DI9A	\$ 3,873.00	\$ 4,415.22	\$ 5,306.01	\$ 6,622.83
DI9B	\$ 4,829.00	\$ 5,505.06	\$ 6,615.73	\$ 8,257.59
DI9C	\$ 6,420.00	\$ 7,318.80	\$ 8,795.40	\$ 10,978.20
DI9D	\$ 3,873.00	\$ 4,415.22	\$ 5,306.01	\$ 6,622.83
DI9G	\$ 3,873.00	\$ 4,415.22	\$ 5,306.01	\$ 6,622.83
DI9H	\$ 4,878.00	\$ 5,560.92	\$ 6,682.86	\$ 8,341.38
DI9J	\$ 5,834.00	\$ 6,650.76	\$ 7,992.58	\$ 9,976.14
DI9K	\$ 4,060.00	\$ 4,628.40	\$ 5,562.20	\$ 6,942.60
DI9L	\$ 6,756.00	\$ 7,701.84	\$ 9,255.72	\$ 11,552.76
DI9P	\$ 863.00	\$ 983.82	\$ 1,182.31	\$ 1,475.73
DI9R	\$ 4,829.00	\$ 5,505.06	\$ 6,615.73	\$ 8,257.59
DIBB	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
DIBD	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
DIBF	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
DIBX	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
DIC0	\$ 11,606.00	\$ 13,230.84	\$ 15,900.22	\$ 19,846.26
DIC1	\$ 11,606.00	\$ 13,230.84	\$ 15,900.22	\$ 19,846.26
DIC2	\$ 12,800.00	\$ 14,592.00	\$ 17,536.00	\$ 21,888.00
DIC3	\$ 2,892.00	\$ 3,296.88	\$ 3,962.04	\$ 4,945.32
DIC5	\$ 3,679.00	\$ 4,194.06	\$ 5,040.23	\$ 6,291.09
DIC6	\$ 1,222.00	\$ 1,393.08	\$ 1,674.14	\$ 2,089.62
DIC7	\$ 2,893.00	\$ 3,298.02	\$ 3,963.41	\$ 4,947.03
DIC8	\$ 1,534.00	\$ 1,748.76	\$ 2,101.58	\$ 2,623.14
DIC9	\$ 3,205.00	\$ 3,653.70	\$ 4,390.85	\$ 5,480.55
DICB	\$ 852.00	\$ 971.28	\$ 1,167.24	\$ 1,456.92
DICJ	\$ 463.00	\$ 527.82	\$ 634.31	\$ 791.73
DICL	\$ 2,080.00	\$ 2,371.20	\$ 2,849.60	\$ 3,556.80
DICP	\$ 7,889.00	\$ 8,993.46	\$ 10,807.93	\$ 13,490.19
DICQ	\$ 21,766.00	\$ 24,813.24	\$ 29,819.42	\$ 37,219.86
DIHS	\$ 355.00	\$ 404.70	\$ 486.35	\$ 607.05
DIPS	\$ 187.00	\$ 213.18	\$ 256.19	\$ 319.77
DIPX	\$ 187.00	\$ 213.18	\$ 256.19	\$ 319.77
DIRS	\$ 187.00	\$ 213.18	\$ 256.19	\$ 319.77
DIST	\$ 3,328.00	\$ 3,793.92	\$ 4,559.36	\$ 5,690.88
DIVP	\$ 187.00	\$ 213.18	\$ 256.19	\$ 319.77
DL03	\$ 298.00	\$ 339.72	\$ 408.26	\$ 509.58
DL08	\$ 671.00	\$ 764.94	\$ 919.27	\$ 1,147.41
DLA2	\$ 298.00	\$ 339.72	\$ 408.26	\$ 509.58
DLA3	\$ 671.00	\$ 764.94	\$ 919.27	\$ 1,147.41
DLU1	\$ -	\$ -	\$ -	\$ -
DLU2	\$ -	\$ -	\$ -	\$ -
DLU3	\$ -	\$ -	\$ -	\$ -
DMIV2	\$ 1,248.00	\$ 1,422.72	\$ 1,709.76	\$ 2,923.69
DMIV202	\$ 1,348.00	\$ 1,536.72	\$ 1,846.76	\$ 3,157.96
DP19	\$ -	\$ -	\$ -	\$ -
DRVS	\$ 179.00	\$ 204.06	\$ 245.23	\$ 306.09
DT3A	\$ 2,464.00	\$ 2,808.96	\$ 3,375.68	\$ 4,213.44
DT3S	\$ 340.00	\$ 387.60	\$ 465.80	\$ 581.40
DT50	\$ 948.00	\$ 1,080.72	\$ 1,298.76	\$ 1,621.08
DTS6	\$ 322.00	\$ 367.08	\$ 441.14	\$ 550.62
DTS7	\$ 442.00	\$ 503.88	\$ 605.54	\$ 755.82
ERCM	\$ 219.00	\$ 249.66	\$ 300.03	\$ 374.49
F37B	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
F37C	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
F37D	\$ -	\$ -	\$ -	\$ -
F37E	\$ -	\$ -	\$ -	\$ -
F383	\$ 1,839.00	\$ 2,096.46	\$ 2,519.43	\$ 3,144.69

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
F386	\$ 1,839.00	\$ 2,096.46	\$ 2,519.43	\$ 3,144.69
F3N0	\$ 999.00	\$ 1,138.86	\$ 1,368.63	\$ 1,708.29
F3P7	\$ 1,373.00	\$ 1,565.22	\$ 1,881.01	\$ 2,347.83
F3X2	\$ 999.00	\$ 1,138.86	\$ 1,368.63	\$ 1,708.29
F3Y2	\$ 1,373.00	\$ 1,565.22	\$ 1,881.01	\$ 2,347.83
F3Z2	\$ 1,872.00	\$ 2,134.08	\$ 2,564.64	\$ 3,201.12
F4US	\$ 496.00	\$ 565.44	\$ 679.52	\$ 848.16
F652	\$ 568.00	\$ 647.52	\$ 778.16	\$ 971.28
F653	\$ 1,842.00	\$ 2,099.88	\$ 2,523.54	\$ 3,149.82
F654	\$ 1,333.00	\$ 1,519.62	\$ 1,826.21	\$ 2,279.43
F655	\$ 690.00	\$ 786.60	\$ 945.30	\$ 1,179.90
F656	\$ 690.00	\$ 786.60	\$ 945.30	\$ 1,179.90
F657	\$ 3,334.00	\$ 3,800.76	\$ 4,567.58	\$ 5,701.14
F658	\$ 778.00	\$ 886.92	\$ 1,065.86	\$ 1,330.38
F66P	\$ 501.00	\$ 571.14	\$ 686.37	\$ 856.71
F680	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
F690	\$ 1,129.00	\$ 1,287.06	\$ 1,546.73	\$ 1,930.59
F6US	\$ 1,024.00	\$ 1,167.36	\$ 1,402.88	\$ 1,751.04
F70D	\$ 2,552.00	\$ 2,909.28	\$ 3,496.24	\$ 4,363.92
F70G	\$ 4,508.00	\$ 5,139.12	\$ 6,175.96	\$ 7,708.68
F70I	\$ 458.00	\$ 522.12	\$ 627.46	\$ 783.18
F70K	\$ 6,234.00	\$ 7,106.76	\$ 8,540.58	\$ 10,660.14
F70Q	\$ 759.00	\$ 865.26	\$ 1,039.83	\$ 1,297.89
F70R	\$ 325.00	\$ 370.50	\$ 445.25	\$ 555.75
F70S	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
F70T	\$ -	\$ -	\$ -	\$ -
F70V	\$ 181.00	\$ 206.34	\$ 247.97	\$ 309.51
F70Y	\$ 976.00	\$ 1,112.64	\$ 1,337.12	\$ 1,668.96
F72D	\$ 1,098.00	\$ 1,251.72	\$ 1,504.26	\$ 1,877.58
F72R	\$ 1,005.00	\$ 1,145.70	\$ 1,376.85	\$ 1,718.55
F732	\$ 3,179.00	\$ 3,624.06	\$ 4,355.23	\$ 5,436.09
F733	\$ 946.00	\$ 1,078.44	\$ 1,296.02	\$ 1,617.66
F734	\$ 2,937.00	\$ 3,348.18	\$ 4,023.69	\$ 5,022.27
F736	\$ 1,973.00	\$ 2,249.22	\$ 2,703.01	\$ 3,373.83
F737	\$ 1,163.00	\$ 1,325.82	\$ 1,593.31	\$ 1,988.73
F738	\$ 2,901.00	\$ 3,307.14	\$ 3,974.37	\$ 4,960.71
F739	\$ 3,530.00	\$ 4,024.20	\$ 4,836.10	\$ 6,036.30
F745	\$ 5,595.00	\$ 6,378.30	\$ 7,665.15	\$ 9,567.45
F74S	\$ -	\$ -	\$ -	\$ -
F753	\$ -	\$ -	\$ -	\$ -
F755	\$ 4,014.00	\$ 4,575.96	\$ 5,499.18	\$ 6,863.94
F769	\$ 3,342.00	\$ 3,809.88	\$ 4,578.54	\$ 5,714.82
F7DI	\$ -	\$ -	\$ -	\$ -
F7EF	\$ -	\$ -	\$ -	\$ -

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
F7ER	\$ -	\$ -	\$ -	\$ -
F7FB	\$ 252.00	\$ 287.28	\$ 345.24	\$ 430.92
F7FS	\$ 252.00	\$ 287.28	\$ 345.24	\$ 430.92
F7HC	\$ 1,005.00	\$ 1,145.70	\$ 1,376.85	\$ 1,718.55
F7HD	\$ 252.00	\$ 287.28	\$ 345.24	\$ 430.92
F7M1	\$ -	\$ -	\$ -	\$ -
F7MB	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
F7MS	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
F7S1	\$ -	\$ -	\$ -	\$ -
F7S2	\$ -	\$ -	\$ -	\$ -
F7T2	\$ -	\$ -	\$ -	\$ -
F7T4	\$ -	\$ -	\$ -	\$ -
F7TB	\$ 421.00	\$ 479.94	\$ 576.77	\$ 719.91
F7TT	\$ 217.00	\$ 247.38	\$ 297.29	\$ 371.07
F7TU	\$ 225.00	\$ 256.50	\$ 308.25	\$ 384.75
F7TV	\$ 217.00	\$ 247.38	\$ 297.29	\$ 371.07
F89A	\$ -	\$ -	\$ -	\$ -
F89C	\$ 590.00	\$ 672.60	\$ 808.30	\$ 1,008.90
F89E	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
F89F	\$ 1,124.00	\$ 1,281.36	\$ 1,539.88	\$ 1,922.04
F89J	\$ 366.00	\$ 417.24	\$ 501.42	\$ 625.86
F89K	\$ 366.00	\$ 417.24	\$ 501.42	\$ 625.86
F89L	\$ 1,124.00	\$ 1,281.36	\$ 1,539.88	\$ 1,922.04
F89P	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
F89Q	\$ 121.00	\$ 137.94	\$ 165.77	\$ 283.47
F8AA	\$ -	\$ -	\$ -	\$ -
F8AB	\$ -	\$ -	\$ -	\$ -
F90A	\$ 201.00	\$ 229.14	\$ 275.37	\$ 343.71
F90G	\$ 6,765.00	\$ 7,712.10	\$ 9,268.05	\$ 11,568.15
F9B1	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
F9B4	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
F9G6	\$ 89.00	\$ 101.46	\$ 121.93	\$ 152.19
F9L6	\$ 66.00	\$ 75.24	\$ 90.42	\$ 112.86
F9P6	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
F9RB	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
F9W2	\$ 89.00	\$ 101.46	\$ 121.93	\$ 152.19
F9W5	\$ 89.00	\$ 101.46	\$ 121.93	\$ 152.19
F9ZA	\$ 5,998.00	\$ 6,837.72	\$ 8,217.26	\$ 10,256.58
FD90	\$ 732.00	\$ 834.48	\$ 1,002.84	\$ 1,251.72
FD9A	\$ 732.00	\$ 834.48	\$ 1,002.84	\$ 1,251.72
FD9R	\$ 129.00	\$ 147.06	\$ 176.73	\$ 220.59
FDA0	\$ 542.00	\$ 617.88	\$ 742.54	\$ 926.82
FR5L	\$ 1,882.00	\$ 2,145.48	\$ 2,578.34	\$ 3,218.22
FS26	\$ 1,667.00	\$ 1,900.38	\$ 2,283.79	\$ 2,850.57

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
GW66	\$ 1,657.00	\$ 1,888.98	\$ 2,270.09	\$ 2,833.47
H1981	\$ 195.00	\$ 222.30	\$ 267.15	\$ 456.83
H20A	\$ -	\$ -	\$ -	\$ -
H301	\$ 537.00	\$ 612.18	\$ 735.69	\$ 918.27
HS9D	\$ 71.00	\$ 80.94	\$ 97.27	\$ 121.41
HV1P	\$ 498.00	\$ 567.72	\$ 682.26	\$ 1,166.66
HZ00	\$ 15.00	\$ 17.10	\$ 20.55	\$ 25.65
HZ0R	\$ 16.00	\$ 18.24	\$ 21.92	\$ 37.48
IA14	\$ 4,483.00	\$ 5,110.62	\$ 6,141.71	\$ 10,502.32
IA28	\$ 3,443.00	\$ 3,925.02	\$ 4,716.91	\$ 8,065.92
IFDT	\$ 460.00	\$ 524.40	\$ 630.20	\$ 786.60
J541	\$ 207.00	\$ 235.98	\$ 283.59	\$ 484.94
J546	\$ 328.00	\$ 373.92	\$ 449.36	\$ 560.88
J64Z	\$ 229.00	\$ 261.06	\$ 313.73	\$ 391.59
J696	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
J794	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
J7D0	\$ 325.00	\$ 370.50	\$ 445.25	\$ 555.75
J7E0	\$ 457.00	\$ 520.98	\$ 626.09	\$ 781.47
J7V0	\$ 370.00	\$ 421.80	\$ 506.90	\$ 632.70
J7W8	\$ 337.00	\$ 384.18	\$ 461.69	\$ 576.27
J7W9	\$ 219.00	\$ 249.66	\$ 300.03	\$ 374.49
JB67	\$ 354.00	\$ 403.56	\$ 484.98	\$ 605.34
JB76	\$ 253.00	\$ 288.42	\$ 346.61	\$ 432.63
JB77	\$ 246.00	\$ 280.44	\$ 337.02	\$ 420.66
JB7X	\$ 246.00	\$ 280.44	\$ 337.02	\$ 420.66
JP67	\$ 354.00	\$ 403.56	\$ 484.98	\$ 605.34
JP6R	\$ 336.00	\$ 383.04	\$ 460.32	\$ 574.56
JP85	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
JP94	\$ 347.00	\$ 395.58	\$ 475.39	\$ 593.37
JR64	\$ 350.00	\$ 399.00	\$ 479.50	\$ 598.50
JR76	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
JZ20	\$ 234.00	\$ 266.76	\$ 320.58	\$ 400.14
JZ22	\$ 234.00	\$ 266.76	\$ 320.58	\$ 548.19
JZ30	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
JZ31	\$ 525.00	\$ 598.50	\$ 719.25	\$ 1,229.92
K789	\$ -	\$ -	\$ -	\$ -
KGMM	\$ 1,493.00	\$ 1,702.02	\$ 2,045.41	\$ 2,553.03
LOCKERA	\$ 174.00	\$ 198.36	\$ 238.38	\$ 297.54
LOCKERB	\$ 165.00	\$ 188.10	\$ 226.05	\$ 282.15
LOCKERC	\$ 156.00	\$ 177.84	\$ 213.72	\$ 266.76
LOCKER-CBC-NOU	\$ -	\$ -	\$ -	\$ -
LOCKER-CBC-WITH	\$ -	\$ -	\$ -	\$ -
LOCKER-CC	\$ 9.00	\$ 10.26	\$ 12.33	\$ 15.39
LOCKERD	\$ 148.00	\$ 168.72	\$ 202.76	\$ 253.08

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
LOCKERE	\$ 148.00	\$ 168.72	\$ 202.76	\$ 253.08
LOCKERF	\$ 139.00	\$ 158.46	\$ 190.43	\$ 237.69
LOCKERG	\$ 139.00	\$ 158.46	\$ 190.43	\$ 237.69
LOCKERH	\$ 130.00	\$ 148.20	\$ 178.10	\$ 222.30
LOCKERI	\$ 122.00	\$ 139.08	\$ 167.14	\$ 208.62
LOCKERJ	\$ 122.00	\$ 139.08	\$ 167.14	\$ 208.62
LOCKERK	\$ 92.00	\$ 104.88	\$ 126.04	\$ 157.32
LOCKERK1	\$ 1,471.00	\$ 1,676.94	\$ 2,015.27	\$ 2,515.41
LOCKERK2	\$ 1,488.00	\$ 1,696.32	\$ 2,038.56	\$ 2,544.48
LOCKERK3	\$ 1,488.00	\$ 1,696.32	\$ 2,038.56	\$ 2,544.48
LOCKERK4	\$ 1,503.00	\$ 1,713.42	\$ 2,059.11	\$ 2,570.13
LOCKERK5	\$ 1,520.00	\$ 1,732.80	\$ 2,082.40	\$ 2,599.20
LOCKERK6	\$ 1,520.00	\$ 1,732.80	\$ 2,082.40	\$ 2,599.20
LOCKERK7	\$ 1,536.00	\$ 1,751.04	\$ 2,104.32	\$ 2,626.56
LOCKERK8	\$ 1,552.00	\$ 1,769.28	\$ 2,126.24	\$ 2,653.92
LOCKERK9	\$ 1,568.00	\$ 1,787.52	\$ 2,148.16	\$ 2,681.28
LOCKERL	\$ 92.00	\$ 104.88	\$ 126.04	\$ 157.32
LOCKERM	\$ 92.00	\$ 104.88	\$ 126.04	\$ 157.32
LOCKERN	\$ 83.00	\$ 94.62	\$ 113.71	\$ 141.93
LOCKERO	\$ 83.00	\$ 94.62	\$ 113.71	\$ 141.93
LOCKERP	\$ 74.00	\$ 84.36	\$ 101.38	\$ 126.54
LOCKERQ	\$ 74.00	\$ 84.36	\$ 101.38	\$ 126.54
LOCKERR	\$ 66.00	\$ 75.24	\$ 90.42	\$ 112.86
LOCKER-S	\$ 83.00	\$ 94.62	\$ 113.71	\$ 141.93
LOCKERT	\$ 74.00	\$ 84.36	\$ 101.38	\$ 126.54
LOCKERU	\$ 66.00	\$ 75.24	\$ 90.42	\$ 112.86
LOCKERV	\$ 48.00	\$ 54.72	\$ 65.76	\$ 82.08
LOCKERW	\$ 17.00	\$ 19.38	\$ 23.29	\$ 29.07
LOCKERX	\$ -	\$ -	\$ -	\$ -
LOCKINA3	\$ 148.00	\$ 168.72	\$ 202.76	\$ 346.72
LOCKINF	\$ 278.00	\$ 316.92	\$ 380.86	\$ 651.27
LOCKINQ	\$ 148.00	\$ 168.72	\$ 202.76	\$ 346.72
LOCKINV	\$ 96.00	\$ 109.44	\$ 131.52	\$ 224.90
LOCKSYS1	\$ 2,052.00	\$ 2,339.28	\$ 2,811.24	\$ 3,508.92
LOCKSYS2	\$ 1,891.00	\$ 2,155.74	\$ 2,590.67	\$ 3,233.61
LOCKSYS3	\$ 1,875.00	\$ 2,137.50	\$ 2,568.75	\$ 3,206.25
LOCKSYS4	\$ 1,842.00	\$ 2,099.88	\$ 2,523.54	\$ 3,149.82
LOCKSYS5	\$ 1,730.00	\$ 1,972.20	\$ 2,370.10	\$ 2,958.30
LOCKSYS6	\$ 1,746.00	\$ 1,990.44	\$ 2,392.02	\$ 2,985.66
LOCKSYS7	\$ 2,295.00	\$ 2,616.30	\$ 3,144.15	\$ 3,924.45
LOCKSYS8	\$ 2,181.00	\$ 2,486.34	\$ 2,987.97	\$ 3,729.51
LXAB	\$ 1,144.00	\$ 1,304.16	\$ 1,567.28	\$ 1,956.24
LXAD	\$ 793.00	\$ 904.02	\$ 1,086.41	\$ 1,356.03
LXAE	\$ 699.00	\$ 796.86	\$ 957.63	\$ 1,195.29

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
LXAF	\$ 161.00	\$ 183.54	\$ 220.57	\$ 275.31
LXAG	\$ 280.00	\$ 319.20	\$ 383.60	\$ 478.80
LXAM	\$ 934.00	\$ 1,064.76	\$ 1,279.58	\$ 1,597.14
LXAP	\$ 10,399.00	\$ 11,854.86	\$ 14,246.63	\$ 17,782.29
LXAQ	\$ 10,399.00	\$ 11,854.86	\$ 14,246.63	\$ 17,782.29
LXAX	\$ 1,649.00	\$ 1,879.86	\$ 2,259.13	\$ 2,819.79
LXOB	\$ 1,286.00	\$ 1,466.04	\$ 1,761.82	\$ 2,199.06
LXOD	\$ 888.00	\$ 1,012.32	\$ 1,216.56	\$ 1,518.48
LXOE	\$ 803.00	\$ 915.42	\$ 1,100.11	\$ 1,373.13
LXOF	\$ 154.00	\$ 175.56	\$ 210.98	\$ 263.34
LXOG	\$ 360.00	\$ 410.40	\$ 493.20	\$ 615.60
M020	\$ 87.00	\$ 99.18	\$ 119.19	\$ 148.77
M022	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
M025	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
M02X	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
M03A	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
M03B	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
M03C	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
M03D	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
M05X	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80
M065	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
M06A	\$ 1,345.00	\$ 1,533.30	\$ 1,842.65	\$ 2,299.95
M06B	\$ 1,345.00	\$ 1,533.30	\$ 1,842.65	\$ 2,299.95
M06C	\$ 1,345.00	\$ 1,533.30	\$ 1,842.65	\$ 2,299.95
M06X	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
M090	\$ 2,569.00	\$ 2,928.66	\$ 3,519.53	\$ 4,392.99
M093	\$ 2,779.00	\$ 3,168.06	\$ 3,807.23	\$ 4,752.09
M0C0	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
M0E0	\$ 2,291.00	\$ 2,611.74	\$ 3,138.67	\$ 3,917.61
M0E3	\$ 2,501.00	\$ 2,851.14	\$ 3,426.37	\$ 4,276.71
M0L2	\$ 13.00	\$ 14.82	\$ 17.81	\$ 22.23
M0L5	\$ 13.00	\$ 14.82	\$ 17.81	\$ 22.23
M0X3	\$ 3,477.00	\$ 3,963.78	\$ 4,763.49	\$ 5,945.67
M996	\$ -	\$ -	\$ -	\$ -
M997	\$ -	\$ -	\$ -	\$ -
M998	\$ -	\$ -	\$ -	\$ -
MP04	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MP06	\$ 89.00	\$ 101.46	\$ 121.93	\$ 152.19
MP08	\$ 13.00	\$ 14.82	\$ 17.81	\$ 22.23
MP0C	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MP0R	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MP1A	\$ 66.00	\$ 75.24	\$ 90.42	\$ 112.86
MP1C	\$ 88.00	\$ 100.32	\$ 120.56	\$ 150.48
MP1R	\$ 89.00	\$ 101.46	\$ 121.93	\$ 152.19

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
MP1W	\$ 98.00	\$ 111.72	\$ 134.26	\$ 167.58
MP30	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
MP3R	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
MP3W	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
MP49	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MP4D	\$ 87.00	\$ 99.18	\$ 119.19	\$ 148.77
MP4R	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MP4W	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MP60	\$ 1,148.00	\$ 1,308.72	\$ 1,572.76	\$ 1,963.08
MP70	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MP81	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MP8110	\$ 12.00	\$ 13.68	\$ 16.44	\$ 20.52
MP8115	\$ 23.00	\$ 26.22	\$ 31.51	\$ 39.33
MP82	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MP8A	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MP8R	\$ 13.00	\$ 14.82	\$ 17.81	\$ 22.23
MP9C	\$ 108.00	\$ 123.12	\$ 147.96	\$ 184.68
MP9G	\$ 108.00	\$ 123.12	\$ 147.96	\$ 184.68
MP9R	\$ 89.00	\$ 101.46	\$ 121.93	\$ 152.19
MPC1	\$ 66.00	\$ 75.24	\$ 90.42	\$ 112.86
MPC4	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MPC5	\$ 148.00	\$ 168.72	\$ 202.76	\$ 253.08
MPCJ	\$ 63.00	\$ 71.82	\$ 86.31	\$ 107.73
MPCR	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MPR1	\$ 461.00	\$ 525.54	\$ 631.57	\$ 788.31
MPR2	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
MPR4	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
MPRR	\$ 461.00	\$ 525.54	\$ 631.57	\$ 788.31
MPRS	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
MPRT	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
MS1R	\$ 372.00	\$ 424.08	\$ 509.64	\$ 636.12
MS2R	\$ 798.00	\$ 909.72	\$ 1,093.26	\$ 1,364.58
MS30	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
MS3R	\$ 2,252.00	\$ 2,567.28	\$ 3,085.24	\$ 3,850.92
MSD1	\$ -	\$ -	\$ -	\$ -
MSD2	\$ -	\$ -	\$ -	\$ -
MSDR	\$ -	\$ -	\$ -	\$ -
MSDS	\$ -	\$ -	\$ -	\$ -
MSF1	\$ 253.63	\$ 289.14	\$ 347.47	\$ 433.71
MSF2	\$ 612.54	\$ 698.30	\$ 839.18	\$ 1,047.44
MSF3	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38
MSF4	\$ 253.63	\$ 289.14	\$ 347.47	\$ 433.71
MSF5	\$ 612.54	\$ 698.30	\$ 839.18	\$ 1,047.44
MSF6	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
MSPR	\$ 347.00	\$ 395.58	\$ 475.39	\$ 593.37
MSPS	\$ 347.00	\$ 395.58	\$ 475.39	\$ 593.37
MT30	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
MT3W	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
MT49	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MT4W	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MT70	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MT73	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MT7W	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
OCRS	\$ 390.00	\$ 444.60	\$ 534.30	\$ 666.90
OM306	\$ 1,560.00	\$ 1,778.40	\$ 2,137.20	\$ 2,667.60
OM306S	\$ 1,872.00	\$ 2,134.08	\$ 2,564.64	\$ 3,201.12
OMCONV	\$ 167.00	\$ 190.38	\$ 228.79	\$ 285.57
OMPRINT	\$ 234.00	\$ 266.76	\$ 320.58	\$ 400.14
OMSTAT	\$ 125.00	\$ 142.50	\$ 171.25	\$ 213.75
P9L6	\$ 66.00	\$ 75.24	\$ 90.42	\$ 112.86
PPXA	\$ 497.00	\$ 566.58	\$ 680.89	\$ 849.87
PR96	\$ -	\$ -	\$ -	\$ -
PR97	\$ -	\$ -	\$ -	\$ -
PRG1	\$ 87.00	\$ 99.18	\$ 119.19	\$ 148.77
PTK4	\$ -	\$ -	\$ -	\$ -
PTK6	\$ -	\$ -	\$ -	\$ -
R760	\$ 1,348.00	\$ 1,536.72	\$ 1,846.76	\$ 3,157.96
RDW10	\$ 3,482.00	\$ 3,969.48	\$ 4,770.34	\$ 8,157.28
RDYG	\$ 135.00	\$ 153.90	\$ 184.95	\$ 316.26
RF7A0	\$ 3,873.00	\$ 4,415.22	\$ 5,306.01	\$ 6,622.83
RS11	\$ 260.00	\$ 296.40	\$ 356.20	\$ 444.60
RS11R	\$ 260.00	\$ 296.40	\$ 356.20	\$ 444.60
S-7358	\$ 260.00	\$ 296.40	\$ 356.20	\$ 444.60
SBBG	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
SBBH	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
SBBW	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
SBBX	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
SBDJ	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SBDS	\$ 219.00	\$ 249.66	\$ 300.03	\$ 374.49
SBGP	\$ 3,268.00	\$ 3,725.52	\$ 4,477.16	\$ 5,588.28
SBGS	\$ 2,881.00	\$ 3,284.34	\$ 3,946.97	\$ 4,926.51
SBJC	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SBJD	\$ 1,159.00	\$ 1,321.26	\$ 1,587.83	\$ 1,981.89
SBJE	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SBJF	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SBJG	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SBJH	\$ 1,159.00	\$ 1,321.26	\$ 1,587.83	\$ 1,981.89
SBJZ	\$ 2,084.00	\$ 2,375.76	\$ 2,855.08	\$ 3,563.64

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
SBLJ	\$ 87.00	\$ 99.18	\$ 119.19	\$ 148.77
SBLK	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBLL	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBLM	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBLN	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBNG	\$ 2,291.00	\$ 2,611.74	\$ 3,138.67	\$ 3,917.61
SBNH	\$ 2,291.00	\$ 2,611.74	\$ 3,138.67	\$ 3,917.61
SBNJ	\$ 2,956.00	\$ 3,369.84	\$ 4,049.72	\$ 5,054.76
SBNK	\$ 2,569.00	\$ 2,928.66	\$ 3,519.53	\$ 4,392.99
SBNP	\$ 2,881.00	\$ 3,284.34	\$ 3,946.97	\$ 4,926.51
SBNR	\$ 3,546.00	\$ 4,042.44	\$ 4,858.02	\$ 6,063.66
SBNS	\$ 3,546.00	\$ 4,042.44	\$ 4,858.02	\$ 6,063.66
SBNT	\$ 2,881.00	\$ 3,284.34	\$ 3,946.97	\$ 4,926.51
SBNU	\$ 3,546.00	\$ 4,042.44	\$ 4,858.02	\$ 6,063.66
SBNV	\$ 3,268.00	\$ 3,725.52	\$ 4,477.16	\$ 5,588.28
SBNW	\$ 3,268.00	\$ 3,725.52	\$ 4,477.16	\$ 5,588.28
SBNX	\$ 3,448.00	\$ 3,930.72	\$ 4,723.76	\$ 5,896.08
SBNY	\$ 3,933.00	\$ 4,483.62	\$ 5,388.21	\$ 6,725.43
SBNZ	\$ 3,268.00	\$ 3,725.52	\$ 4,477.16	\$ 5,588.28
SBPG	\$ 3,933.00	\$ 4,483.62	\$ 5,388.21	\$ 6,725.43
SBPJ	\$ 87.00	\$ 99.18	\$ 119.19	\$ 148.77
SBRL	\$ 2,569.00	\$ 2,928.66	\$ 3,519.53	\$ 4,392.99
SBRM	\$ 3,235.00	\$ 3,687.90	\$ 4,431.95	\$ 5,531.85
SBRN	\$ 2,881.00	\$ 3,284.34	\$ 3,946.97	\$ 4,926.51
SBSN	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
SBSP	\$ 393.00	\$ 448.02	\$ 538.41	\$ 672.03
SBSV	\$ 1,684.00	\$ 1,919.76	\$ 2,307.08	\$ 2,879.64
SBSX	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
SBTA	\$ -	\$ -	\$ -	\$ -
SBTB	\$ 478.00	\$ 544.92	\$ 654.86	\$ 817.38
SBTC	\$ 478.00	\$ 544.92	\$ 654.86	\$ 817.38
SBTD	\$ 478.00	\$ 544.92	\$ 654.86	\$ 817.38
SBTE	\$ 660.00	\$ 752.40	\$ 904.20	\$ 1,128.60
SBTF	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
SBTG	\$ 478.00	\$ 544.92	\$ 654.86	\$ 817.38
SBTH	\$ 478.00	\$ 544.92	\$ 654.86	\$ 817.38
SBTR	\$ 1,345.00	\$ 1,533.30	\$ 1,842.65	\$ 2,299.95
SBTS	\$ 1,345.00	\$ 1,533.30	\$ 1,842.65	\$ 2,299.95
SBTU	\$ 1,345.00	\$ 1,533.30	\$ 1,842.65	\$ 2,299.95
SBTU	\$ 1,555.00	\$ 1,772.70	\$ 2,130.35	\$ 2,659.05
SBUD	\$ 439.00	\$ 500.46	\$ 601.43	\$ 750.69
SBVK	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBVL	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBWN	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
SBWP	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80
SBWR	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80
SBWS	\$ 991.00	\$ 1,129.74	\$ 1,357.67	\$ 1,694.61
SBWT	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SBWU	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SBWV	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SBWW	\$ 1,159.00	\$ 1,321.26	\$ 1,587.83	\$ 1,981.89
SBXB	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
SBXC	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
SBXE	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBXF	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBXG	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBYD	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
SBYE	\$ 393.00	\$ 448.02	\$ 538.41	\$ 672.03
SBYM	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
SBYN	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
SBYP	\$ -	\$ -	\$ -	\$ -
SBYR	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
SBYS	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
SBYT	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
SBYU	\$ 399.00	\$ 454.86	\$ 546.63	\$ 682.29
SBYV	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
SBYW	\$ -	\$ -	\$ -	\$ -
SBYY	\$ -	\$ -	\$ -	\$ -
SBZB	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
SBZC	\$ 1,684.00	\$ 1,919.76	\$ 2,307.08	\$ 2,879.64
SBZD	\$ 1,684.00	\$ 1,919.76	\$ 2,307.08	\$ 2,879.64
SBZE	\$ 1,684.00	\$ 1,919.76	\$ 2,307.08	\$ 2,879.64
SBZF	\$ 1,684.00	\$ 1,919.76	\$ 2,307.08	\$ 2,879.64
SBZG	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SBZH	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SBZJ	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SBZK	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SBZX	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
SC85	\$ 246.00	\$ 280.44	\$ 337.02	\$ 420.66
SDIM	\$ 1,326.00	\$ 1,511.64	\$ 1,816.62	\$ 2,267.46
SFAL	\$ 497.00	\$ 566.58	\$ 680.89	\$ 849.87
SFAM	\$ 697.00	\$ 794.58	\$ 954.89	\$ 1,191.87
SFCC	\$ 2,643.00	\$ 3,013.02	\$ 3,620.91	\$ 4,519.53
SFCG	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80
SFDA	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80
SFDB	\$ 955.00	\$ 1,088.70	\$ 1,308.35	\$ 1,633.05
SFDD	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80
SFDE	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
SFDF	\$ 991.00	\$ 1,129.74	\$ 1,357.67	\$ 1,694.61
SFDG	\$ 955.00	\$ 1,088.70	\$ 1,308.35	\$ 1,633.05
SFDH	\$ 955.00	\$ 1,088.70	\$ 1,308.35	\$ 1,633.05
SFDJ	\$ 1,165.00	\$ 1,328.10	\$ 1,596.05	\$ 1,992.15
SFRA	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SFRF	\$ 3,268.00	\$ 3,725.52	\$ 4,477.16	\$ 5,588.28
SFRN	\$ 3,268.00	\$ 3,725.52	\$ 4,477.16	\$ 5,588.28
SFXA	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SH0B	\$ 39.00	\$ 44.46	\$ 53.43	\$ 66.69
SH0C	\$ 39.00	\$ 44.46	\$ 53.43	\$ 66.69
SH10A	\$ 39.00	\$ 44.46	\$ 53.43	\$ 66.69
SH11A	\$ 110.00	\$ 125.40	\$ 150.70	\$ 188.10
SH12A	\$ 277.00	\$ 315.78	\$ 379.49	\$ 473.67
SH13	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
SH13A	\$ 384.00	\$ 437.76	\$ 526.08	\$ 656.64
SH14	\$ 337.00	\$ 384.18	\$ 461.69	\$ 576.27
SH14A	\$ 607.00	\$ 691.98	\$ 831.59	\$ 1,037.97
SH16	\$ 377.00	\$ 429.78	\$ 516.49	\$ 644.67
SH19	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
SH1B	\$ 110.00	\$ 125.40	\$ 150.70	\$ 188.10
SH21	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
SH22	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
SH26	\$ 54.00	\$ 61.56	\$ 73.98	\$ 92.34
SH31	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
SH32	\$ 350.00	\$ 399.00	\$ 479.50	\$ 598.50
SH33	\$ 357.00	\$ 406.98	\$ 489.09	\$ 610.47
SH3B	\$ 384.00	\$ 437.76	\$ 526.08	\$ 656.64
SH3C	\$ 384.00	\$ 437.76	\$ 526.08	\$ 656.64
SH56	\$ 245.00	\$ 279.30	\$ 335.65	\$ 418.95
SH5A	\$ 76.00	\$ 86.64	\$ 104.12	\$ 129.96
SH66	\$ 379.00	\$ 432.06	\$ 519.23	\$ 648.09
SH6A	\$ 193.00	\$ 220.02	\$ 264.41	\$ 330.03
SH75	\$ 627.00	\$ 714.78	\$ 858.99	\$ 1,072.17
SH76	\$ 1,032.00	\$ 1,176.48	\$ 1,413.84	\$ 1,764.72
SH7A	\$ 452.00	\$ 515.28	\$ 619.24	\$ 772.92
SH8A	\$ 627.00	\$ 714.78	\$ 858.99	\$ 1,072.17
SH9A	\$ 816.00	\$ 930.24	\$ 1,117.92	\$ 1,395.36
SHC0	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
SHG6	\$ 452.00	\$ 515.28	\$ 619.24	\$ 772.92
SHG7	\$ 816.00	\$ 930.24	\$ 1,117.92	\$ 1,395.36
SL19	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
SL20	\$ 337.00	\$ 384.18	\$ 461.69	\$ 576.27
SL21	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
SL22	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
SL30	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
SL32	\$ 350.00	\$ 399.00	\$ 479.50	\$ 598.50
SL33	\$ 357.00	\$ 406.98	\$ 489.09	\$ 610.47
SL39	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
SL91	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
SL9M	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
SL-SPM8	\$ -	\$ -	\$ -	\$ -
SLWW	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
SOCR	\$ 390.00	\$ 444.60	\$ 534.30	\$ 666.90
SPE19	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
SPE20	\$ 219.00	\$ 249.66	\$ 300.03	\$ 374.49
SPE21	\$ 180.00	\$ 205.20	\$ 246.60	\$ 307.80
SPE22	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
SPE30	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
SPE32	\$ 347.00	\$ 395.58	\$ 475.39	\$ 593.37
SPE33	\$ 354.00	\$ 403.56	\$ 484.98	\$ 605.34
SPE39	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
SPE91	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
SPE-JP85	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
SPE-JR64	\$ 336.00	\$ 383.04	\$ 460.32	\$ 574.56
SPE-JR76	\$ 246.00	\$ 280.44	\$ 337.02	\$ 420.66
SPE-OCR	\$ 390.00	\$ 444.60	\$ 534.30	\$ 666.90
SPE-SDIM	\$ 884.00	\$ 1,007.76	\$ 1,211.08	\$ 1,511.64
SPE-SPM8	\$ -	\$ -	\$ -	\$ -
SPE-T332	\$ 328.00	\$ 373.92	\$ 449.36	\$ 560.88
SPE-T539	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
SPE-T6WE	\$ 17.00	\$ 19.38	\$ 23.29	\$ 29.07
SPE-T7WE	\$ 16.60	\$ 18.92	\$ 22.74	\$ 28.89
SPTA-1	\$ 541.00	\$ 616.74	\$ 741.17	\$ 925.11
SPTB	\$ 45.00	\$ 51.30	\$ 61.65	\$ 76.95
SPTS	\$ 45.00	\$ 51.30	\$ 61.65	\$ 76.95
SPTW	\$ 45.00	\$ 51.30	\$ 61.65	\$ 76.95
SPY8	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
SPY9	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
SVAG	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80
SVAJ	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SVAL	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SVBA	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
SVBB	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
SVBG	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SVDF	\$ 87.00	\$ 99.18	\$ 119.19	\$ 148.77
SVXA	\$ 608.00	\$ 693.12	\$ 832.96	\$ 1,039.68
SVXB	\$ 608.00	\$ 693.12	\$ 832.96	\$ 1,039.68
SVXC	\$ 1,070.00	\$ 1,219.80	\$ 1,465.90	\$ 1,829.70

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
T124	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
T12B	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
T310	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
T312	\$ 350.00	\$ 399.00	\$ 479.50	\$ 598.50
T313	\$ 357.00	\$ 406.98	\$ 489.09	\$ 610.47
T319	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
T320	\$ 337.00	\$ 384.18	\$ 461.69	\$ 576.27
T321	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
T322	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
T327	\$ 229.00	\$ 261.06	\$ 313.73	\$ 391.59
T330	\$ 377.00	\$ 429.78	\$ 516.49	\$ 644.67
T331	\$ 377.00	\$ 429.78	\$ 516.49	\$ 644.67
T332	\$ 377.00	\$ 429.78	\$ 516.49	\$ 644.67
T339	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
T530	\$ 337.00	\$ 384.18	\$ 461.69	\$ 576.27
T531	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
T534	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
T536	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
T538	\$ 192.00	\$ 218.88	\$ 263.04	\$ 328.32
T539	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
T542	\$ 378.00	\$ 430.92	\$ 517.86	\$ 646.38
T5CE	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T5EA	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T5ET	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T5HP	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
T5MP	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
T5P4	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
T5PP	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
T5R0	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
T5T0	\$ 337.00	\$ 384.18	\$ 461.69	\$ 576.27
T5T8	\$ 192.00	\$ 218.88	\$ 263.04	\$ 328.32
T5T9	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
T5UM	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T5WM	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T6ME	\$ 610.00	\$ 695.40	\$ 835.70	\$ 1,043.10
T6MS	\$ 58.00	\$ 66.12	\$ 79.46	\$ 99.18
T742	\$ 413.00	\$ 470.82	\$ 565.81	\$ 706.23
T746	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T747	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T762	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T764	\$ 234.00	\$ 266.76	\$ 320.58	\$ 400.14
T764VISA	\$ 234.00	\$ 266.76	\$ 320.58	\$ 400.14
T765	\$ 610.00	\$ 695.40	\$ 835.70	\$ 1,043.10
T765VISA	\$ 610.00	\$ 695.40	\$ 835.70	\$ 1,043.10

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
T7WE	\$ 18.00	\$ 20.52	\$ 24.66	\$ 42.17
T853	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
T855	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
TI01	\$ 225.00	\$ 256.50	\$ 308.25	\$ 384.75
TI02	\$ 325.00	\$ 370.50	\$ 445.25	\$ 555.75
TI03	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
TI0E	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
TI0H	\$ 759.00	\$ 865.26	\$ 1,039.83	\$ 1,297.89
TI10	\$ 451.00	\$ 514.14	\$ 617.87	\$ 771.21
TI11	\$ 537.00	\$ 612.18	\$ 735.69	\$ 918.27
TI20	\$ 999.00	\$ 1,138.86	\$ 1,368.63	\$ 1,708.29
TI23	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
TI24	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
TI25	\$ 999.00	\$ 1,138.86	\$ 1,368.63	\$ 1,708.29
TI2D	\$ 1,287.00	\$ 1,467.18	\$ 1,763.19	\$ 2,200.77
TI30	\$ 1,373.00	\$ 1,565.22	\$ 1,881.01	\$ 2,347.83
TI35	\$ 1,373.00	\$ 1,565.22	\$ 1,881.01	\$ 2,347.83
TI40	\$ 1,872.00	\$ 2,134.08	\$ 2,564.64	\$ 3,201.12
TI45	\$ 1,872.00	\$ 2,134.08	\$ 2,564.64	\$ 3,201.12
TI50	\$ 2,552.00	\$ 2,909.28	\$ 3,496.24	\$ 4,363.92
TI5P	\$ 362.00	\$ 412.68	\$ 495.94	\$ 619.02
TI60	\$ 3,617.00	\$ 4,123.38	\$ 4,955.29	\$ 6,185.07
TI6P	\$ 863.00	\$ 983.82	\$ 1,182.31	\$ 1,475.73
TI70	\$ 4,508.00	\$ 5,139.12	\$ 6,175.96	\$ 7,708.68
TI80	\$ 5,994.00	\$ 6,833.16	\$ 8,211.78	\$ 10,249.74
TI90	\$ -	\$ -	\$ -	\$ -
TI92	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
TI93	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
TI99	\$ 9,862.00	\$ 11,242.68	\$ 13,510.94	\$ 16,864.02
TI9B	\$ 3,742.00	\$ 4,265.88	\$ 5,126.54	\$ 6,398.82
TI9C	\$ 690.00	\$ 786.60	\$ 945.30	\$ 1,179.90
TI9E	\$ 3,334.00	\$ 3,800.76	\$ 4,567.58	\$ 5,701.14
TI9F	\$ 690.00	\$ 786.60	\$ 945.30	\$ 1,179.90
TI9G	\$ 778.00	\$ 886.92	\$ 1,065.86	\$ 1,330.38
TI9J	\$ 1,129.00	\$ 1,287.06	\$ 1,546.73	\$ 1,930.59
TI9P	\$ 362.00	\$ 412.68	\$ 495.94	\$ 619.02
TIAT	\$ -	\$ -	\$ -	\$ -
TIBB	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
TIBD	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
TIHC	\$ 976.00	\$ 1,112.64	\$ 1,337.12	\$ 1,668.96
TIRM	\$ 421.00	\$ 479.94	\$ 576.77	\$ 719.91
TIRS	\$ 181.00	\$ 206.34	\$ 247.97	\$ 309.51
TIRX	\$ 1,098.00	\$ 1,251.72	\$ 1,504.26	\$ 1,877.58
TIRY	\$ 1,287.00	\$ 1,467.18	\$ 1,763.19	\$ 2,200.77

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
TIVP	\$ 181.00	\$ 206.34	\$ 247.97	\$ 309.51
V310	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
V312	\$ 350.00	\$ 399.00	\$ 479.50	\$ 598.50
V319	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
V320	\$ 337.00	\$ 384.18	\$ 461.69	\$ 576.27
V321	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
VS44	\$ 720.00	\$ 820.80	\$ 986.40	\$ 1,231.20
VS45	\$ 488.00	\$ 556.32	\$ 668.56	\$ 834.48
VS46	\$ 377.00	\$ 429.78	\$ 516.49	\$ 644.67
W35R	\$ 679.00	\$ 774.06	\$ 930.23	\$ 1,161.09
W360	\$ 2,125.00	\$ 2,422.50	\$ 2,911.25	\$ 3,633.75
W36F	\$ 341.00	\$ 388.74	\$ 467.17	\$ 583.11
W546	\$ 596.00	\$ 679.44	\$ 816.52	\$ 1,019.16
W56D	\$ 596.00	\$ 679.44	\$ 816.52	\$ 1,019.16
W592	\$ 129.00	\$ 147.06	\$ 176.73	\$ 220.59
W593	\$ 501.00	\$ 571.14	\$ 686.37	\$ 856.71
W760	\$ 229.00	\$ 261.06	\$ 313.73	\$ 391.59
W763	\$ 229.00	\$ 261.06	\$ 313.73	\$ 391.59
W764	\$ 357.00	\$ 406.98	\$ 489.09	\$ 610.47
W76C	\$ 229.00	\$ 261.06	\$ 313.73	\$ 391.59
W76R	\$ 229.00	\$ 261.06	\$ 313.73	\$ 391.59
W823	\$ 1,200.00	\$ 1,368.00	\$ 1,644.00	\$ 2,052.00
W824	\$ 1,200.00	\$ 1,368.00	\$ 1,644.00	\$ 2,052.00
W833	\$ 1,079.00	\$ 1,230.06	\$ 1,478.23	\$ 1,845.09
W853	\$ 128.00	\$ 145.92	\$ 175.36	\$ 218.88
W85R	\$ 128.00	\$ 145.92	\$ 175.36	\$ 218.88
W863	\$ 215.00	\$ 245.10	\$ 294.55	\$ 367.65
W983	\$ 351.00	\$ 400.14	\$ 480.87	\$ 600.21
W985	\$ 340.00	\$ 387.60	\$ 465.80	\$ 581.40
WF8A	\$ 1,221.00	\$ 1,391.94	\$ 1,672.77	\$ 2,087.91
WF9A	\$ 965.00	\$ 1,100.10	\$ 1,322.05	\$ 1,650.15
WF9S	\$ -	\$ -	\$ -	\$ -
WH51	\$ 1,064.00	\$ 1,212.96	\$ 1,457.68	\$ 1,819.44
WH52	\$ 1,810.00	\$ 2,063.40	\$ 2,479.70	\$ 3,095.10
WH53	\$ 2,642.00	\$ 3,011.88	\$ 3,619.54	\$ 4,517.82
WH55	\$ 357.00	\$ 406.98	\$ 489.09	\$ 610.47
WP70	\$ 559.00	\$ 637.26	\$ 765.83	\$ 955.89
WP77	\$ -	\$ -	\$ -	\$ -
WP7C	\$ 332.00	\$ 378.48	\$ 454.84	\$ 567.72
WP9E	\$ 5,953.00	\$ 6,786.42	\$ 8,155.61	\$ 10,179.63
WP9M	\$ 2,165.00	\$ 2,468.10	\$ 2,966.05	\$ 3,702.15
WPVG	\$ 5,469.00	\$ 6,234.66	\$ 7,492.53	\$ 9,351.99
WPVH	\$ 4,712.00	\$ 5,371.68	\$ 6,455.44	\$ 8,057.52
WPVJ	\$ 4,333.00	\$ 4,939.62	\$ 5,936.21	\$ 7,409.43

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
WPVK	\$ 3,323.00	\$ 3,788.22	\$ 4,552.51	\$ 5,682.33
WPVM	\$ 2,945.00	\$ 3,357.30	\$ 4,034.65	\$ 5,035.95
WPVU	\$ 1,490.00	\$ 1,698.60	\$ 2,041.30	\$ 2,547.90
WPVY	\$ 1,047.00	\$ 1,193.58	\$ 1,434.39	\$ 1,790.37
WPVZ	\$ 2,108.00	\$ 2,403.12	\$ 2,887.96	\$ 3,604.68
WPWJ	\$ 1,047.00	\$ 1,193.58	\$ 1,434.39	\$ 1,790.37
WPWK	\$ 2,108.00	\$ 2,403.12	\$ 2,887.96	\$ 3,604.68
WPYA	\$ 3,847.00	\$ 4,385.58	\$ 5,270.39	\$ 6,578.37
WPYD	\$ 1,475.00	\$ 1,681.50	\$ 2,020.75	\$ 2,522.25
WPYK	\$ 3,847.00	\$ 4,385.58	\$ 5,270.39	\$ 6,578.37
WPYN	\$ 3,847.00	\$ 4,385.58	\$ 5,270.39	\$ 6,578.37
WPYP	\$ 3,036.00	\$ 3,461.04	\$ 4,159.32	\$ 5,191.56
WPYQ	\$ 3,847.00	\$ 4,385.58	\$ 5,270.39	\$ 6,578.37
WPYT	\$ 3,036.00	\$ 3,461.04	\$ 4,159.32	\$ 5,191.56
WPZA	\$ 4,886.00	\$ 5,570.04	\$ 6,693.82	\$ 8,355.06
WPZB	\$ 5,698.00	\$ 6,495.72	\$ 7,806.26	\$ 9,743.58
WPZC	\$ 4,886.00	\$ 5,570.04	\$ 6,693.82	\$ 8,355.06
WPZD	\$ 5,698.00	\$ 6,495.72	\$ 7,806.26	\$ 9,743.58
WPZH	\$ 260.00	\$ 296.40	\$ 356.20	\$ 444.60
WPZK	\$ 1,475.00	\$ 1,681.50	\$ 2,020.75	\$ 2,522.25
WPZM	\$ 1,475.00	\$ 1,681.50	\$ 2,020.75	\$ 2,522.25
WPZQ	\$ 1,037.00	\$ 1,182.18	\$ 1,420.69	\$ 1,773.27
WPZR	\$ 1,037.00	\$ 1,182.18	\$ 1,420.69	\$ 1,773.27
WPZT	\$ 2,148.00	\$ 2,448.72	\$ 2,942.76	\$ 3,673.08
WPZU	\$ 2,148.00	\$ 2,448.72	\$ 2,942.76	\$ 3,673.08
WS5A	\$ 1,600.00	\$ 1,824.00	\$ 2,192.00	\$ 2,736.00
WS7A	\$ 1,992.00	\$ 2,270.88	\$ 2,729.04	\$ 3,406.32
Y20R	\$ -	\$ -	\$ -	\$ -
Y235B	\$ -	\$ -	\$ -	\$ -
Y235T	\$ -	\$ -	\$ -	\$ -
Y23A	\$ 590.00	\$ 672.60	\$ 808.30	\$ 1,382.19
Y23C	\$ -	\$ -	\$ -	\$ -
Y23N	\$ -	\$ -	\$ -	\$ -
Y244C	\$ -	\$ -	\$ -	\$ -
Y25ET	\$ 2,078.76	\$ 2,369.79	\$ 2,847.90	\$ 4,869.91
Y31E	\$ 852.00	\$ 971.28	\$ 1,167.24	\$ 1,995.98
Y31G	\$ 1,153.00	\$ 1,314.42	\$ 1,579.61	\$ 1,971.63
Y31J	\$ 636.00	\$ 725.04	\$ 871.32	\$ 1,489.96
Y320	\$ 2,704.00	\$ 3,082.56	\$ 3,704.48	\$ 6,334.66
Y36F	\$ 349.00	\$ 397.86	\$ 478.13	\$ 817.60
Y370	\$ 5,416.00	\$ 6,174.24	\$ 7,419.92	\$ 12,688.06
Y371	\$ 5,300.00	\$ 6,042.00	\$ 7,261.00	\$ 12,416.31
Z601	\$ 820.00	\$ 934.80	\$ 1,123.40	\$ 1,402.20
Z604	\$ 689.00	\$ 785.46	\$ 943.93	\$ 1,178.19

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
ZX0T	\$ 12,800.00	\$ 14,592.00	\$ 17,536.00	\$ 21,888.00
ZX0U	\$ 11,606.00	\$ 13,230.84	\$ 15,900.22	\$ 19,846.26
ZX75	\$ 2,789.00	\$ 3,179.46	\$ 3,820.93	\$ 4,769.19
ZX76	\$ 478.00	\$ 544.92	\$ 654.86	\$ 817.38
ZX77	\$ 3,679.00	\$ 4,194.06	\$ 5,040.23	\$ 6,291.09
ZX78	\$ 1,222.00	\$ 1,393.08	\$ 1,674.14	\$ 2,089.62
ZX79	\$ 2,893.00	\$ 3,298.02	\$ 3,963.41	\$ 4,947.03
ZX80	\$ 1,534.00	\$ 1,748.76	\$ 2,101.58	\$ 2,623.14
ZX81	\$ 3,205.00	\$ 3,653.70	\$ 4,390.85	\$ 5,480.55
ZX82	\$ 463.00	\$ 527.82	\$ 634.31	\$ 791.73
ZX84	\$ 3,328.00	\$ 3,793.92	\$ 4,559.36	\$ 5,690.88
ZX85	\$ -	\$ -	\$ -	\$ -
ZX86	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
ZX87	\$ 1,124.00	\$ 1,281.36	\$ 1,539.88	\$ 1,922.04
ZX88	\$ 832.00	\$ 948.48	\$ 1,139.84	\$ 1,422.72
ZX89	\$ 832.00	\$ 948.48	\$ 1,139.84	\$ 1,422.72
ZX90	\$ 590.00	\$ 672.60	\$ 808.30	\$ 1,008.90
ZX91	\$ 366.00	\$ 417.24	\$ 501.42	\$ 625.86
ZX92	\$ 366.00	\$ 417.24	\$ 501.42	\$ 625.86
ZX93	\$ 1,124.00	\$ 1,281.36	\$ 1,539.88	\$ 1,922.04
ZX95	\$ 2,080.00	\$ 2,371.20	\$ 2,849.60	\$ 3,556.80

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
BM10	\$ 153.60
BM52	\$ 519.20
BMS1	\$ 987.20
BMS2	\$ 566.40
BMS3	\$ 519.20
CRM1	\$ 998.40
CRM2	\$ 998.40
CRM4	\$ 332.80
CRM7	\$ 998.40
CRM8	\$ 998.40
CRMB	\$ 540.80
CRMC	\$ 998.40
CRMR	\$ 998.40
DI9P	\$ 300.00
DSAF	\$ 1,198.40
ESAR	\$ 200.00
ESBM	\$ 200.00
ESFT	\$ 200.00
ESPP	\$ 200.00
ESPS	\$ 124.80
ESSM	\$ 200.00
ESSS	\$ 200.00
ESSX	\$ 200.00
F9YG	\$ 699.20
LSKA	\$ 400.00
MCK1	\$ 925.60
MCKA	\$ 112.80
MCKD	\$ 63.20
MCKM	\$ 112.80
MCKU	\$ 63.20
MCKZ	\$ 876.80
MP60	\$ 2,496.00
PSSA	\$ 2,246.40
PSSB	\$ 4,492.80
PSSC	\$ 1,580.80
PSSS	\$ 1,600.00
SCR1	\$ 998.40
SCR2	\$ 332.80
SCR3	\$ 540.80
SFP1	\$ 95.20
SFP2	\$ 202.40
SFPC	\$ 1,264.80
SFPE	\$ 3,161.60
SFPL	\$ 948.80
SFPT	\$ 632.80

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SFPV	\$ 228.00
SFPX	\$ 316.80
SGB1	\$ 90.40
SGB2	\$ 180.00
SGBC	\$ 1,198.40
SGBE	\$ 2,995.20
SGBL	\$ 899.20
SGBT	\$ 599.20
SGBV	\$ 216.00
SGBX	\$ 300.00
SGC1	\$ 95.20
SGC2	\$ 202.40
SGCC	\$ 1,264.80
SGCE	\$ 3,161.60
SGCL	\$ 948.80
SGCT	\$ 632.80
SGCV	\$ 228.00
SGCX	\$ 316.80
SGDV	\$ 1,123.20
SGF1	\$ 1,423.20
SGF2	\$ 2,371.20
SGFC	\$ 15,808.00
SGFE	\$ 15,808.00
SGFL	\$ 14,227.20
SGFT	\$ 11,856.00
SGFV	\$ 4,742.40
SGFX	\$ 7,904.00
SGK1	\$ 142.40
SGK2	\$ 237.60
SGKC	\$ 3,161.60
SGKE	\$ 3,952.00
SGKL	\$ 2,371.20
SGKT	\$ 1,580.80
SGKV	\$ 474.40
SGKX	\$ 790.40
SGL1	\$ 142.40
SGL2	\$ 237.60
SGLC	\$ 3,161.60
SGLE	\$ 3,952.00
SGLL	\$ 2,371.20
SGLT	\$ 1,580.80
SGLV	\$ 474.40
SGLX	\$ 790.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SGM1	\$ 135.20
SGM2	\$ 224.80
SGMC	\$ 1,264.80
SGME	\$ 3,161.60
SGML	\$ 948.80
SGMT	\$ 632.80
SGMV	\$ 228.00
SGMX	\$ 316.80
SGN1	\$ 142.40
SGN2	\$ 237.60
SGNC	\$ 3,161.60
SGNE	\$ 3,952.00
SGNL	\$ 2,371.20
SGNT	\$ 1,580.80
SGNV	\$ 474.40
SGNX	\$ 790.40
SGS1	\$ 142.40
SGS2	\$ 237.60
SGSC	\$ 3,161.60
SGSE	\$ 3,952.00
SGSL	\$ 2,371.20
SGST	\$ 1,580.80
SGSV	\$ 474.40
SGSX	\$ 790.40
SGT1	\$ 142.40
SGT2	\$ 237.60
SGTC	\$ 3,161.60
SGTE	\$ 3,952.00
SGTL	\$ 2,371.20
SGTT	\$ 1,580.80
SGTV	\$ 474.40
SGTX	\$ 790.40
SGW1	\$ 95.20
SGW2	\$ 202.40
SGWC	\$ 1,264.80
SGWE	\$ 3,161.60
SGWL	\$ 948.80
SGWT	\$ 632.80
SGWV	\$ 228.00
SGWX	\$ 316.80
SHA1	\$ 790.40
SHA2	\$ 1,185.60
SHAC	\$ 3,952.00

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SHAE	\$ 3,952.00
SHAL	\$ 3,952.00
SHAT	\$ 3,161.60
SHAV	\$ 1,580.80
SHAX	\$ 2,371.20
SHC1	\$ 95.20
SHC2	\$ 180.00
SHCC	\$ 1,198.40
SHCE	\$ 3,161.60
SHCL	\$ 899.20
SHCT	\$ 632.80
SHCV	\$ 228.00
SHCX	\$ 316.80
SHD1	\$ 95.20
SHD2	\$ 190.40
SHDC	\$ 1,198.40
SHDE	\$ 3,161.60
SHDL	\$ 899.20
SHDT	\$ 632.80
SHDV	\$ 228.00
SHDX	\$ 316.80
SHH1	\$ 948.80
SHH2	\$ 1,423.20
SHHC	\$ 4,742.40
SHHE	\$ 4,742.40
SHHL	\$ 4,742.40
SHHT	\$ 3,794.40
SHHV	\$ 1,897.60
SHHX	\$ 2,845.60
SHL1	\$ 95.20
SHL2	\$ 142.40
SHLC	\$ 1,580.80
SHLE	\$ 3,161.60
SHLL	\$ 948.80
SHLT	\$ 632.80
SHLV	\$ 237.60
SHLX	\$ 316.80
SHN1	\$ 142.40
SHN2	\$ 237.60
SHNC	\$ 3,161.60
SHNE	\$ 3,952.00
SHNL	\$ 2,371.20
SHNT	\$ 1,580.80

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SHNV	\$ 474.40
SHNX	\$ 790.40
SHP1	\$ 95.20
SHP2	\$ 180.00
SHPC	\$ 1,198.40
SHPE	\$ 3,161.60
SHPL	\$ 899.20
SHPT	\$ 632.80
SHPV	\$ 228.00
SHPX	\$ 316.80
SHR1	\$ 142.40
SHR2	\$ 237.60
SHRC	\$ 3,161.60
SHRE	\$ 3,952.00
SHRL	\$ 2,371.20
SHRT	\$ 1,580.80
SHRV	\$ 474.40
SHRX	\$ 790.40
SHT1	\$ 142.40
SHT2	\$ 237.60
SHTC	\$ 3,161.60
SHTE	\$ 3,952.00
SHTL	\$ 2,371.20
SHTT	\$ 1,580.80
SHTV	\$ 474.40
SHTX	\$ 790.40
SHV1	\$ 135.20
SHV2	\$ 224.80
SHVL	\$ 2,246.40
SHVT	\$ 1,497.60
SHVV	\$ 449.60
SHVX	\$ 748.80
SHW1	\$ 135.20
SHW2	\$ 224.80
SHWL	\$ 2,246.40
SHWT	\$ 1,497.60
SHWV	\$ 449.60
SHWX	\$ 748.80
SHX1	\$ 1,348.00
SHX2	\$ 1,797.60
SHXL	\$ 11,232.00
SHXT	\$ 8,424.00
SHXV	\$ 3,369.60

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SHXX	\$ 4,492.80
SHY1	\$ 748.80
SHY2	\$ 899.20
SHYL	\$ 2,246.40
SHYT	\$ 1,872.00
SHYV	\$ 1,123.20
SHYX	\$ 1,497.60
SHZ1	\$ 748.80
SHZ2	\$ 899.20
SHZL	\$ 2,246.40
SHZT	\$ 1,872.00
SHZV	\$ 1,123.20
SHZX	\$ 1,497.60
SLAV	\$ 83.20
SLB1	\$ 135.20
SLB2	\$ 269.60
SLBA	\$ 135.20
SLBC	\$ 1,797.60
SLBE	\$ 3,161.60
SLBL	\$ 1,348.00
SLBT	\$ 899.20
SLBV	\$ 324.00
SLBX	\$ 449.60
SLC1	\$ 449.60
SLC2	\$ 748.80
SLCA	\$ 325.60
SLCC	\$ 316.80
SLCE	\$ 7,488.00
SLCL	\$ 2,995.20
SLCT	\$ 2,246.40
SLCV	\$ 1,123.20
SLCX	\$ 1,497.60
SLD1	\$ 1,423.20
SLD2	\$ 2,371.20
SLDC	\$ 15,808.00
SLDE	\$ 15,808.00
SLDL	\$ 14,227.20
SLDT	\$ 11,856.00
SLDV	\$ 4,742.40
SLDX	\$ 7,904.00
SLER	\$ 28.80
SLF1	\$ 135.20
SLF2	\$ 224.80

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SLFC	\$ 2,995.20
SLFE	\$ 3,744.00
SLFL	\$ 2,246.40
SLFT	\$ 1,497.60
SLFV	\$ 449.60
SLFX	\$ 748.80
SLG1	\$ 135.20
SLG2	\$ 224.80
SLGC	\$ 2,995.20
SLGE	\$ 3,744.00
SLGL	\$ 2,246.40
SLGT	\$ 1,497.60
SLGV	\$ 449.60
SLGX	\$ 748.80
SLH1	\$ 790.40
SLH2	\$ 1,185.60
SLHC	\$ 3,952.00
SLHE	\$ 3,952.00
SLHL	\$ 3,952.00
SLHT	\$ 3,161.60
SLHV	\$ 1,580.80
SLHX	\$ 2,371.20
SLJ1	\$ 1,348.00
SLJ2	\$ 2,246.40
SLJC	\$ 14,976.00
SLJE	\$ 14,976.00
SLJL	\$ 13,478.40
SLJT	\$ 11,232.00
SLJV	\$ 4,492.80
SLJX	\$ 7,488.00
SLK1	\$ 1,348.00
SLK2	\$ 2,696.00
SLKC	\$ 14,976.00
SLKE	\$ 14,976.00
SLKL	\$ 13,478.40
SLKT	\$ 8,985.60
SLKV	\$ 3,235.20
SLKX	\$ 4,492.80
SLL1	\$ 1,423.20
SLL2	\$ 2,696.00
SLLC	\$ 15,808.00
SLL E	\$ 15,808.00
SLLL	\$ 14,227.20

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SLLT	\$ 11,856.00
SLLV	\$ 4,742.40
SLLX	\$ 7,904.00
SLM1	\$ 1,348.00
SLM2	\$ 2,246.40
SLMC	\$ 14,976.00
SLME	\$ 14,976.00
SLML	\$ 13,478.40
SLMT	\$ 11,232.00
SLMV	\$ 4,492.80
SLMX	\$ 7,488.00
SLMZ	\$ 150.40
SLN1	\$ 1,348.00
SLN2	\$ 2,246.40
SLNC	\$ 14,976.00
SLNE	\$ 14,976.00
SLNL	\$ 13,478.40
SLNT	\$ 11,232.00
SLNV	\$ 4,492.80
SLNX	\$ 7,488.00
SLP1	\$ 1,348.00
SLP2	\$ 2,246.40
SLPC	\$ 14,976.00
SLPE	\$ 14,976.00
SLPL	\$ 13,478.40
SLPT	\$ 11,232.00
SLPV	\$ 4,492.80
SLPX	\$ 7,488.00
SLR1	\$ 1,348.00
SLR2	\$ 2,246.40
SLRC	\$ 14,976.00
SLRE	\$ 14,976.00
SLRL	\$ 13,478.40
SLRT	\$ 11,232.00
SLRV	\$ 4,492.80
SLRX	\$ 7,488.00
SLT1	\$ 95.20
SLT2	\$ 202.40
SLTC	\$ 1,264.80
SLTE	\$ 3,161.60
SLTL	\$ 948.80
SLTT	\$ 632.80
SLTV	\$ 228.00

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SLTX	\$ 316.80
SLW1	\$ 135.20
SLW2	\$ 224.80
SLWC	\$ 2,995.20
SLWE	\$ 3,744.00
SLWL	\$ 2,246.40
SLWT	\$ 1,497.60
SLWX	\$ 748.80
SLX1	\$ 135.20
SLX2	\$ 224.80
SLXC	\$ 2,995.20
SLXE	\$ 3,744.00
SLXL	\$ 2,246.40
SLXT	\$ 1,497.60
SLXV	\$ 449.60
SLXX	\$ 748.80
SLY1	\$ 1,423.20
SLY2	\$ 2,371.20
SLYC	\$ 15,808.00
SLYE	\$ 15,808.00
SLYL	\$ 14,227.20
SLYT	\$ 11,856.00
SLYV	\$ 4,742.40
SLYX	\$ 7,904.00
SMAE	\$ 1,123.20
SMBS	\$ 3,744.00
SMCL	\$ 374.40
SMDE	\$ 3,744.00
SMDL	\$ 3,744.00
SMDS	\$ 3,744.00
SMF1	\$ 1,348.00
SMF2	\$ 2,696.00
SMFC	\$ 14,976.00
SMFE	\$ 14,976.00
SMFL	\$ 13,478.40
SMFT	\$ 8,985.60
SMFV	\$ 3,235.20
SMFX	\$ 4,492.80
SMG1	\$ 1,348.00
SMG2	\$ 2,696.00
SMGC	\$ 14,976.00
SMGE	\$ 14,976.00
SMGL	\$ 13,478.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SMGT	\$ 8,985.60
SMGV	\$ 3,235.20
SMGX	\$ 4,492.80
SMHM	\$ 3,744.00
SMJ1	\$ 135.20
SMJ2	\$ 269.60
SMJC	\$ 1,797.60
SMJE	\$ 2,246.40
SMJL	\$ 1,348.00
SMJT	\$ 899.20
SMJV	\$ 324.00
SMJX	\$ 449.60
SMM1	\$ 899.20
SMM2	\$ 599.20
SMMC	\$ 112.80
SMME	\$ 97.60
SMML	\$ 150.40
SMMT	\$ 224.80
SMMV	\$ 449.60
SMMX	\$ 300.00
SMN1	\$ 135.20
SMN2	\$ 269.60
SMNC	\$ 1,797.60
SMNE	\$ 2,246.40
SMNL	\$ 1,348.00
SMNT	\$ 899.20
SMNV	\$ 324.00
SMP1	\$ 899.20
SMP2	\$ 1,198.40
SMPL	\$ 7,488.00
SMPT	\$ 5,616.00
SMPV	\$ 2,246.40
SMPX	\$ 2,995.20
SMST	\$ 3,744.00
SMT1	\$ 135.20
SMT2	\$ 339.20
SMTC	\$ 2,995.20
SMTE	\$ 3,744.00
SMTL	\$ 2,246.40
SMTT	\$ 1,497.60
SMTV	\$ 449.60
SMTX	\$ 748.80
SMUC	\$ 3,744.00

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SMUE	\$ 3,744.00
SMV1	\$ 135.20
SMV2	\$ 339.20
SMVC	\$ 2,912.00
SMVE	\$ 3,744.00
SMVL	\$ 2,246.40
SMVT	\$ 1,497.60
SMVV	\$ 449.60
SMVX	\$ 748.80
SMW1	\$ 135.20
SMW2	\$ 224.80
SMWC	\$ 2,995.20
SMWE	\$ 3,744.00
SMWL	\$ 2,246.40
SMWT	\$ 1,497.60
SMWV	\$ 449.60
SMWX	\$ 748.80
SMX1	\$ 135.20
SMX2	\$ 269.60
SMXC	\$ 1,797.60
SMXE	\$ 2,246.40
SMXL	\$ 1,348.00
SMXT	\$ 899.20
SMXV	\$ 324.00
SMXX	\$ 449.60
SMY1	\$ 135.20
SMY2	\$ 269.60
SMYC	\$ 1,797.60
SMYE	\$ 2,246.40
SMYL	\$ 1,348.00
SMYT	\$ 899.20
SMYV	\$ 324.00
SMYX	\$ 449.60
SMZ1	\$ 135.20
SMZ2	\$ 224.80
SMZC	\$ 2,995.20
SMZE	\$ 3,744.00
SMZL	\$ 2,246.40
SMZT	\$ 1,497.60
SMZV	\$ 449.60
SMZX	\$ 748.80
SNB1	\$ 142.40
SNB2	\$ 237.60

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SNBC	\$ 3,161.60
SNBE	\$ 3,952.00
SNBL	\$ 2,371.20
SNBT	\$ 1,580.80
SNBV	\$ 474.40
SNBX	\$ 790.40
SNC1	\$ 135.20
SNC2	\$ 224.80
SNCC	\$ 2,995.20
SNCE	\$ 3,744.00
SNCL	\$ 2,246.40
SNCT	\$ 1,497.60
SNCV	\$ 449.60
SNCX	\$ 748.80
SND1	\$ 95.20
SND2	\$ 142.40
SNDC	\$ 1,580.80
SNDE	\$ 3,161.60
SNDL	\$ 948.80
SNDT	\$ 632.80
SNDV	\$ 237.60
SNDX	\$ 316.80
SNE1	\$ 142.40
SNE2	\$ 237.60
SNEC	\$ 3,161.60
SNEE	\$ 3,952.00
SNEL	\$ 2,371.20
SNET	\$ 1,580.80
SNEV	\$ 474.40
SNEX	\$ 790.40
SNF1	\$ 95.20
SNF2	\$ 142.40
SNFC	\$ 1,580.80
SNFE	\$ 3,161.60
SNFL	\$ 948.80
SNFT	\$ 632.80
SNFV	\$ 237.60
SNFX	\$ 316.80
SNG1	\$ 142.40
SNG2	\$ 237.60
SNGC	\$ 3,161.60
SNGE	\$ 3,952.00
SNGL	\$ 2,371.20

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SNGT	\$ 1,580.80
SNGV	\$ 474.40
SNGX	\$ 790.40
SNH1	\$ 142.40
SNH2	\$ 237.60
SNHC	\$ 3,161.60
SNHE	\$ 3,952.00
SNHL	\$ 2,371.20
SNHT	\$ 1,580.80
SNHV	\$ 474.40
SNHX	\$ 790.40
SNJ1	\$ 142.40
SNJ2	\$ 237.60
SNJC	\$ 3,161.60
SNJE	\$ 3,952.00
SNJL	\$ 2,371.20
SNJT	\$ 1,580.80
SNJV	\$ 474.40
SNJX	\$ 790.40
SNK1	\$ 142.40
SNK2	\$ 237.60
SNKC	\$ 3,161.60
SNKE	\$ 3,952.00
SNKL	\$ 2,371.20
SNKT	\$ 1,580.80
SNKV	\$ 474.40
SNKX	\$ 790.40
SNL1	\$ 95.20
SNL2	\$ 142.40
SNLC	\$ 1,580.80
SNLE	\$ 3,161.60
SNLL	\$ 948.80
SNLT	\$ 632.80
SNLV	\$ 237.60
SNLX	\$ 316.80
SNM1	\$ 142.40
SNM2	\$ 237.60
SNMC	\$ 3,161.60
SNME	\$ 3,952.00
SNML	\$ 2,371.20
SNMT	\$ 1,580.80
SNMV	\$ 474.40
SNMX	\$ 790.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SNN1	\$ 135.20
SNN2	\$ 224.80
SNNC	\$ 2,995.20
SNNE	\$ 3,744.00
SNNL	\$ 2,246.40
SNNT	\$ 1,497.60
SNNV	\$ 449.60
SNNX	\$ 748.80
SNP1	\$ 135.20
SNP2	\$ 224.80
SNPC	\$ 2,995.20
SNPE	\$ 3,744.00
SNPL	\$ 2,246.40
SNPT	\$ 1,497.60
SNPV	\$ 449.60
SNPX	\$ 748.80
SNR1	\$ 142.40
SNR2	\$ 237.60
SNRC	\$ 3,161.60
SNRE	\$ 3,952.00
SNRL	\$ 2,371.20
SNRT	\$ 1,580.80
SNRV	\$ 474.40
SNRX	\$ 790.40
SNS1	\$ 142.40
SNS2	\$ 237.60
SNSC	\$ 3,161.60
SNSE	\$ 3,952.00
SNSL	\$ 2,371.20
SNST	\$ 1,580.80
SNSV	\$ 474.40
SNSX	\$ 790.40
SNT1	\$ 135.20
SNT2	\$ 224.80
SNTC	\$ 2,995.20
SNTE	\$ 3,744.00
SNTL	\$ 2,246.40
SNTT	\$ 1,497.60
SNTV	\$ 449.60
SNTX	\$ 748.80
SNU1	\$ 142.40
SNU2	\$ 237.60
SNUC	\$ 3,161.60

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SNUE	\$ 3,952.00
SNUL	\$ 2,371.20
SNUT	\$ 1,580.80
SNUV	\$ 474.40
SNUX	\$ 790.40
SNV1	\$ 142.40
SNV2	\$ 237.60
SNVC	\$ 3,161.60
SNVE	\$ 3,952.00
SNVL	\$ 2,371.20
SNVT	\$ 1,580.80
SNVV	\$ 474.40
SNVX	\$ 790.40
SNW1	\$ 7,488.00
SNW2	\$ 7,488.00
SNWC	\$ 24,710.40
SNWE	\$ 26,208.00
SNWL	\$ 22,464.00
SNWT	\$ 18,720.00
SNWV	\$ 7,488.00
SNWX	\$ 11,232.00
SNX1	\$ 90.40
SNX2	\$ 192.00
SNXC	\$ 1,198.40
SNXE	\$ 2,995.20
SNXL	\$ 899.20
SNXT	\$ 599.20
SNXV	\$ 216.00
SNXX	\$ 300.00
SNY1	\$ 142.40
SNY2	\$ 237.60
SNYC	\$ 3,161.60
SNYE	\$ 3,952.00
SNYL	\$ 2,371.20
SNYT	\$ 1,580.80
SNYV	\$ 474.40
SNYX	\$ 790.40
SNZ1	\$ 142.40
SNZ2	\$ 237.60
SNZC	\$ 3,161.60
SNZE	\$ 3,952.00
SNZL	\$ 2,371.20
SNZT	\$ 1,580.80

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SNZV	\$ 474.40
SNZX	\$ 790.40
SPE-100L-UNLTD	\$ 23,712.00
SPE-10L-UNLTD	\$ 7,904.00
SPE-1L1W	\$ 790.40
SPE-1L-SERVER	\$ 1,264.80
SPE-1L-UNLTD	\$ 2,371.20
SPE-25L-UNLTD	\$ 11,856.00
SPE-2L-UNLTD	\$ 3,161.60
SPE-50L-UNLTD	\$ 15,808.00
SPE-5L-UNLTD	\$ 5,928.00
SPE-AALZ	\$ 632.80
SPE-ACAA	\$ 158.40
SPE-ACE	\$ 790.40
SPE-ACE-10	\$ 2,371.20
SPE-ACE-100	\$ 3,952.00
SPE-ACE-2	\$ 1,185.60
SPE-ACE-25	\$ 3,161.60
SPE-ACE-5	\$ 1,580.80
SPE-ACE-50	\$ 3,952.00
SPE-ACE-ENT	\$ 3,952.00
SPE-BBSDK-1	\$ 1,423.20
SPE-BBSDK-10	\$ 7,904.00
SPE-BBSDK-100	\$ 15,808.00
SPE-BBSDK-2	\$ 2,371.20
SPE-BBSDK-25	\$ 11,856.00
SPE-BBSDK-5	\$ 4,742.40
SPE-BBSDK-50	\$ 14,227.20
SPE-BBSDK-ENT	\$ 15,808.00
SPE-DGIS	\$ 948.80
SPE-DGIS-10	\$ 2,845.60
SPE-DGIS-100	\$ 4,742.40
SPE-DGIS-2	\$ 1,423.20
SPE-DGIS-25	\$ 3,794.40
SPE-DGIS-5	\$ 1,897.60
SPE-DGIS-50	\$ 4,742.40
SPE-DGIS-ENT	\$ 4,742.40
SPE-DHLCSECOM	\$ 95.20
SPE-DHLEAPI-10	\$ 316.80
SPE-DHLEAPI-100	\$ 1,580.80
SPE-DHLEAPI-2	\$ 142.40
SPE-DHLEAPI-25	\$ 632.80
SPE-DHLEAPI-5	\$ 237.60

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SPE-DHLEAPI-50	\$ 948.80
SPE-DHLEAPI-ENT	\$ 3,161.60
SPE-DHLECOMAPI	\$ 95.20
SPE-DHLES-10	\$ 316.80
SPE-DHLES-100	\$ 1,580.80
SPE-DHLES-2	\$ 142.40
SPE-DHLES-25	\$ 632.80
SPE-DHLES-5	\$ 237.60
SPE-DHLES-50	\$ 948.80
SPE-DHLES-ENT	\$ 3,161.60
SPE-DHLXMLPI	\$ 95.20
SPE-DHLXMLPI-10	\$ 316.80
SPE-DHLXMLPI-100	\$ 1,580.80
SPE-DHLXMLPI-2	\$ 142.40
SPE-DHLXMLPI-25	\$ 632.80
SPE-DHLXMLPI-5	\$ 237.60
SPE-DHLXMLPI-50	\$ 948.80
SPE-DHLXMLPI-ENT	\$ 3,161.60
SPE-FEDEX	\$ -
SPE-FSMS	\$ -
SPE-FSP-1	\$ 95.20
SPE-FSP-10	\$ 316.80
SPE-FSP-100	\$ 1,264.80
SPE-FSP-2	\$ 202.40
SPE-FSP-25	\$ 632.80
SPE-FSP-5	\$ 228.00
SPE-FSP-50	\$ 948.80
SPE-FSP-ENT	\$ 3,161.60
SPE-FSPWS-1	\$ 95.20
SPE-FSPWS-10	\$ 316.80
SPE-FSPWS-100	\$ 1,264.80
SPE-FSPWS-2	\$ 202.40
SPE-FSPWS-25	\$ 632.80
SPE-FSPWS-5	\$ 228.00
SPE-FSPWS-50	\$ 948.80
SPE-FSPWS-ENT	\$ 3,161.60
SPE-FT-1	\$ 1,423.20
SPE-FT-10	\$ 7,904.00
SPE-FT-100	\$ 15,808.00
SPE-FT-2	\$ 2,371.20
SPE-FT-25	\$ 11,856.00
SPE-FT-5	\$ 4,742.40
SPE-FT-50	\$ 14,227.20

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SPE-FT-ENT	\$ 15,808.00
SPE-FTWS-1	\$ 1,423.20
SPE-FWS	\$ -
SPE-GSO	\$ 142.40
SPE-GSO-10	\$ 790.40
SPE-GSO-100	\$ 3,161.60
SPE-GSO-2	\$ 237.60
SPE-GSO-25	\$ 1,580.80
SPE-GSO-5	\$ 474.40
SPE-GSO-50	\$ 2,371.20
SPE-GSO-ENT	\$ 3,952.00
SPE-H1	\$ 790.40
SPE-H2	\$ 1,580.80
SPE-H3	\$ 1,185.60
SPE-HAZFO	\$ 790.40
SPE-HAZFO-10	\$ 2,371.20
SPE-HAZFO-100	\$ 3,952.00
SPE-HAZFO-2	\$ 1,185.60
SPE-HAZFO-25	\$ 3,161.60
SPE-HAZFO-5	\$ 1,580.80
SPE-HAZFO-50	\$ 3,952.00
SPE-HAZFO-ENT	\$ 3,952.00
SPE-HC	\$ 237.60
SPE-HL	\$ 316.80
SPE-HT	\$ 474.40
SPE-HX	\$ 790.40
SPE-LSO	\$ 142.40
SPE-LSO-10	\$ 790.40
SPE-LSO-100	\$ 3,161.60
SPE-LSO-2	\$ 237.60
SPE-LSO-25	\$ 1,580.80
SPE-LSO-5	\$ 474.40
SPE-LSO-50	\$ 2,371.20
SPE-LSO-ENT	\$ 3,952.00
SPE-LTLCZ	\$ 142.40
SPE-LTLCZ-10	\$ 790.40
SPE-LTLCZ-100	\$ 3,161.60
SPE-LTLCZ-2	\$ 237.60
SPE-LTLCZ-25	\$ 1,580.80
SPE-LTLCZ-5	\$ 474.40
SPE-LTLCZ-50	\$ 2,371.20
SPE-LTLCZ-ENT	\$ 3,952.00
SPE-MDC-1	\$ 142.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SPE-MDC-10	\$ 790.40
SPE-MDC-100	\$ 3,161.60
SPE-MDC-2	\$ 237.60
SPE-MDC-25	\$ 1,580.80
SPE-MDC-5	\$ 474.40
SPE-MDC-50	\$ 2,371.20
SPE-MDC-ENT	\$ 3,952.00
SPE-ONT	\$ 142.40
SPE-ONT-10	\$ 790.40
SPE-ONT-100	\$ 3,161.60
SPE-ONT-2	\$ 237.60
SPE-ONT-25	\$ 1,580.80
SPE-ONT-5	\$ 474.40
SPE-ONT-50	\$ 2,371.20
SPE-ONT-ENT	\$ 3,952.00
SPE-RCSFEE	\$ 120.80
SPE-SPEED	\$ 142.40
SPE-SPEED-10	\$ 790.40
SPE-SPEED-100	\$ 3,161.60
SPE-SPEED-2	\$ 237.60
SPE-SPEED-25	\$ 1,580.80
SPE-SPEED-5	\$ 474.40
SPE-SPEED-50	\$ 2,371.20
SPE-SPEED-ENT	\$ 3,952.00
SPE-SS1	\$ 384.00
SPE-T1	\$ 95.20
SPE-T2	\$ 202.40
SPE-TC	\$ 1,264.80
SPE-TE	\$ 3,161.60
SPE-TL	\$ 948.80
SPE-TT	\$ 632.80
SPE-TV	\$ 228.00
SPE-TX	\$ 316.80
SPE-UNLTD	\$ 39,520.00
SPE-UPS	\$ -
SPE-UPSAF-1	\$ 142.40
SPE-UPSAF-10	\$ 790.40
SPE-UPSAF-100	\$ 3,161.60
SPE-UPSAF-2	\$ 237.60
SPE-UPSAF-25	\$ 1,580.80
SPE-UPSAF-5	\$ 474.40
SPE-UPSAF-50	\$ 2,371.20
SPE-UPSAF-API-1	\$ 142.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SPE-UPSAF-ENT	\$ 3,952.00
SPE-UPSAPI	\$ -
SPE-UPS-CCR	\$ 325.60
SPE-UPSCS	\$ -
SPE-UPSDMI-10	\$ 316.80
SPE-UPSDMI-100	\$ 1,264.80
SPE-UPSDMI-2	\$ 224.80
SPE-UPSDMI-25	\$ 632.80
SPE-UPSDMI-5	\$ 228.00
SPE-UPSDMI-50	\$ 948.80
SPE-UPSDMI-ENT	\$ 3,161.60
SPE-UPSMI-1	\$ 135.20
SPE-UPSSP-1	\$ 95.20
SPE-UPSSP-10	\$ 316.80
SPE-UPSSP-100	\$ 1,264.80
SPE-UPSSP-2	\$ 202.40
SPE-UPSSP-25	\$ 632.80
SPE-UPSSP-5	\$ 228.00
SPE-UPSSP-50	\$ 948.80
SPE-UPSSP-ENT	\$ 3,161.60
SPE-UPSTDCBC-1	\$ 1,423.20
SPE-UPSTDCBC-10	\$ 7,904.00
SPE-UPSTDCBC-100	\$ 15,808.00
SPE-UPSTDCBC-2	\$ 2,371.20
SPE-UPSTDCBC-25	\$ 11,856.00
SPE-UPSTDCBC-5	\$ 4,742.40
SPE-UPS-TDCBC-50	\$ 14,227.20
SPE-UPSTDCBC-ENT	\$ 15,808.00
SPE-USPS	\$ -
SPE-USPSCS	\$ -
SS1M	\$ 730.40
SS2M	\$ 1,572.80
SSCA	\$ 158.40
SSD1	\$ 224.80
SSFC	\$ 224.80
SSH1	\$ 790.40
SSH2	\$ 1,580.80
SSHC	\$ 237.60
SSHE	\$ 38,788.00
SSHL	\$ 316.80
SSHT	\$ 474.40
SSHV	\$ 1,185.60
SSHX	\$ 790.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SSJ1	\$ 1,872.00
SSJ2	\$ 2,995.20
SSJC	\$ 26,208.00
SSJE	\$ 74,880.00
SSJL	\$ 18,720.00
SSJT	\$ 11,232.00
SSJV	\$ 3,744.00
SSJX	\$ 5,616.00
SSK1	\$ 374.40
SSK2	\$ 599.20
SSKC	\$ 4,492.80
SSKL	\$ 3,744.00
SSKT	\$ 2,246.40
SSKV	\$ 1,123.20
SSKX	\$ 1,872.00
SSL1	\$ 790.40
SSL2	\$ 3,161.60
SSLC	\$ 23,712.00
SSLE	\$ 39,520.00
SSLL	\$ 15,808.00
SSLN	\$ 2,371.20
SSLS	\$ 1,264.80
SSLT	\$ 11,856.00
SSLV	\$ 5,928.00
SSLX	\$ 7,904.00
SSLZ	\$ 632.80
SSN1	\$ 3,744.00
SSN2	\$ 5,990.40
SSNC	\$ 52,416.00
SSNE	\$ 74,880.00
SSNL	\$ 37,440.00
SSNT	\$ 22,464.00
SSNV	\$ 7,488.00
SSNX	\$ 11,232.00
SSPC	\$ 224.80
SSPT	\$ 249.60
SSR0	\$ 33.60
SSSP	\$ 384.00
SSTSIMPLESINGLE	\$ 1,072.00
SSVS	\$ 495.20
SSY1	\$ 1,423.20
SSY2	\$ 2,371.20
SSYC	\$ 15,808.00

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SSYE	\$ 15,808.00
SSYL	\$ 14,227.20
SSYT	\$ 11,856.00
SSYV	\$ 4,742.40
SSYX	\$ 7,904.00
SSZ1	\$ 790.40
SSZ2	\$ 1,185.60
SSZC	\$ 3,952.00
SSZE	\$ 3,952.00
SSZL	\$ 3,952.00
SSZT	\$ 3,161.60
SSZV	\$ 1,580.80
SSZX	\$ 2,371.20
SUD1	\$ 224.80
SUF1	\$ 449.60
SUF2	\$ 748.80
SUFC	\$ 3,744.00
SUFL	\$ 2,995.20
SUFT	\$ 2,246.40
SUFV	\$ 1,123.20
SUG1	\$ 449.60
SUG2	\$ 748.80
SUGC	\$ 3,744.00
SUGE	\$ 7,488.00
SUGL	\$ 2,995.20
SUGT	\$ 2,246.40
SUGV	\$ 1,123.20
SUGX	\$ 1,497.60
SUR1	\$ 449.60
SUR2	\$ 748.80
SURC	\$ 7,488.00
SURE	\$ 3,744.00
SURL	\$ 2,995.20
SURT	\$ 2,246.40
SURV	\$ 1,123.20
SURX	\$ 1,497.60
SUU1	\$ 224.80
SW10	\$ 524.80
SW20	\$ 748.80
SWS1	\$ 674.40
SWS2	\$ 973.60
T25B	\$ 724.00
T25C	\$ 850.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
T25D	\$ 1,040.00
T25E	\$ 1,230.40
T25S	\$ 394.40
T2K1	\$ 490.40
T2RH	\$ 850.40
T2RJ	\$ 1,040.00
T2RK	\$ 1,562.40
T2RL	\$ 2,036.00
T2X1	\$ 1,362.40
T2X2	\$ 1,072.00
T2X3	\$ 730.40
T2X4	\$ 602.40
T528	\$ 172.00
T52C	\$ 1,983.20
T52D	\$ 2,931.20
T545	\$ 126.40
T550	\$ 495.20
T56A	\$ 275.20
T56B	\$ 607.20
T56C	\$ 670.40
T5C3	\$ 79.20
T5C4	\$ 37.60
T5F1	\$ 237.60
T5F2	\$ 119.20
T5F8	\$ 324.80
T5FF	\$ 198.40
T5FG	\$ 198.40
T5FM	\$ 149.60
T5L1	\$ 1,291.20
T5L3	\$ 568.80
T5LE	\$ 668.00
T5LP	\$ 1,148.80
T5LX	\$ 1,464.80
T5MC	\$ 34,620.00
T5ML	\$ 20,867.20
T5MX	\$ 4,861.60
T5NL	\$ 79.20
T5PR	\$ 126.40
T5R0	\$ 974.40
T5SC	\$ 7,825.60
T5SL	\$ 4,704.00
T5SU	\$ 126.40
T5SX	\$ 1,099.20

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
T5UC	\$ 552.80
T5VT	\$ 119.20
T5WC	\$ 48.00
T5XC	\$ 2,416.00
T5XE	\$ 973.60
TI0H	\$ 401.60
TI5P	\$ 300.00
TI6P	\$ 300.00
TI9P	\$ 300.00
TRMH	\$ 2,723.20
TRMM	\$ 2,723.20
TRUH	\$ 1,378.40
TRUM	\$ 1,378.40
TSA2	\$ 394.40
TSA3	\$ 552.80
TSA4	\$ 648.00
TSMB	\$ 170.40
TSMC	\$ 170.40
VP50	\$ 495.20
VP51	\$ 495.20
VS27	\$ 328.80
VS28	\$ 155.20
VS42	\$ 490.40
VS43	\$ 790.40
VSDE	\$ 1,312.00
VSDH	\$ 789.60
VSDP	\$ 789.60
VSG1	\$ 32.00
VSG2	\$ 32.00
VSG3	\$ 277.60
VSG4	\$ 1,185.60
VSG5	\$ 1,976.00
VSN1	\$ 395.20
VSNC	\$ 24,660.80
VSNL	\$ 14,860.00
VSNX	\$ 3,478.40
VSX1	\$ 241.60
W9SM	\$ 44.00
WDF1	\$ 216.80
WMAP	\$ 1,406.40
WMAV	\$ 1,939.20
WMAX	\$ 2,646.40
WMDE	\$ 344.80

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
WMDP	\$ 345.60
WMEL	\$ 345.60
WMEM	\$ 873.60
WMFB	\$ 345.60
WMGC	\$ 786.40
WMLC	\$ 254.40
WMM7	\$ 873.60
WMMW	\$ 873.60
WMPR	\$ 1,319.20
WMPS	\$ 873.60
WMSM	\$ 187.20
WMU2	\$ 441.60
WP81	\$ 208.00
WP82	\$ 374.40
WP83	\$ 582.40
WPB5	\$ 54.40
WPCP	\$ 407.20
WPD1	\$ 216.80
WPFA	\$ 46.40
WPMD	\$ 88.00
WPP5	\$ 799.20
WPP6	\$ 1,514.40
WPP7	\$ 2,512.80
WPP8	\$ 1,897.60
WPRA	\$ 1,315.20
WPSA	\$ 162.40
WPSB	\$ 814.40
WPSC	\$ 1,302.40
WPSM	\$ 187.20
WPSP	\$ 260.80
WRAA	\$ 948.80
WRAB	\$ 948.80
WRAC	\$ 474.40
WRAD	\$ 474.40
WRAE	\$ 349.60
WRAF	\$ 349.60
WRAG	\$ 175.20
WRAH	\$ 175.20
WRAJ	\$ 88.00
WRAK	\$ 88.00
WRAM	\$ 516.00
WRAN	\$ 516.00
WRAP	\$ 258.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
WRAQ	\$ 258.40
WRAR	\$ 129.60
WRAT	\$ 129.60
WRAU	\$ 765.60
WRAV	\$ 765.60
WRAW	\$ 383.20
WRAX	\$ 383.20
WRAY	\$ 192.00
WRAZ	\$ 192.00
WRBP	\$ 948.80
WRBQ	\$ 1,081.60
WRBR	\$ 948.80
WRBT	\$ 901.60
WRBU	\$ 765.60
WRBX	\$ 374.40
WRBY	\$ 582.40
WRBZ	\$ 208.00
WRCA	\$ 948.80
WRCD	\$ 474.40
WRCF	\$ 237.60
WRCH	\$ 4,592.80
WRCJ	\$ 2,296.80
WRCL	\$ 1,148.80
WRCN	\$ 566.40
WRCP	\$ 283.20
WRCR	\$ 141.60
WRCT	\$ 2,296.80
WRCV	\$ 1,148.80
WRCX	\$ 574.40
WRDA	\$ 832.00
WRDC	\$ 416.00
WRDE	\$ 208.00
WRDG	\$ 1,664.00
WRDH	\$ 832.00
WRDI	\$ 416.00
WSMS	\$ 828.00
WSMT	\$ 1,240.00
WSSB	\$ 162.40
Z6ME	\$ 566.40
Z6MG	\$ 987.20