

EXHIBIT No. 6

**NEOPOST GOVERNMENT PRODUCT LEASE AGREEMENT
POSTAGE METER RENTAL AGREEMENT
NEOFUNDS®/TOTAL FUNDS® ACCOUNT AGREEMENT
MAINTENANCE AGREEMENT**

EXHIBIT No. 7
NEOPOST USA MAINTENANCE PROGRAM NASPO TERMS



GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, MailFinance Inc. "Supplier" refers to either Neopost USA Inc., or any other third party that has manufactured, or is providing services related to, the Products.

1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

2. Promise to Pay. You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

3. Initial Term; Renewal.

3.1 FMV Lease. The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

3.2 LTOP Lease. If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the conclusion of the Initial Term of an LTOP Lease, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

4. Payments. Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form. You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

5. Delivery and Location of Products. The Products will be delivered to You at the Installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

6. Ownership, Use, and Maintenance of Products. We will own and have title to the Products during the Lease. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

7. Assignment of Supplier's Warranties. We hereby assign to You any warranties relating to the Products that We may have received from the Supplier.

8. Relationship of the Parties. You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENANCE, SERVICE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

9. Default. You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. To the extent allowable by law, You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

10. Finance Lease. You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.

11. Loss; Damage; Insurance. You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

12. Return of Products. Unless You take title to the tangible Products pursuant to Section 22 or Section 23, then You are required to return such Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

13. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.

14. Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

15. Limitation of Liability. WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

16. Notice. All notices related to this Lease to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Lease shall be made as outlined in Section 3 herein by calling 1-800-NEOPOST (636-7678). All other notices, requests and other communications hereunder shall be in writing and sent to: MailFinance Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Such notices shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

17. Integration. The Lease represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

18. Severability. In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

19. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

20. Survival of Obligations. Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

21. Choice of Law; Venue; and Attorney's Fees. This Lease shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Lease (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Lease, to the extent allowable by law, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

22. FMV Leases. If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

23. LTOP Leases. If this Lease is a lease to purchase, as indicated by the lease rate that has been used by Us to calculate Your Lease Payments then, at the end of the Initial Term and after You have made all of the Lease Payments, We shall transfer title to all hardware Products that are subject to this Lease to You on an "as is, where is" basis.

24. Termination.

24.1 Non-Appropriation.

a. You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

b. You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Products with similar



equipment from any other party in the succeeding fiscal year.

24.2 Convenience. You may terminate this Lease at anytime and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

25. Additional Postage Meter Terms. If the Products require a postage meter, then You agree that Neopost USA's Postage Meter Rental Agreement shall govern your rental of such postage meter.

POSTAGE METER RENTAL AGREEMENT

1. Incorporation of Certain Terms. Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Neopost USA Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 11, 12 and 14 through 25 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.

2. Provisions as to Use. You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

3. Rental Fee, Term, and Taxes. The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such

certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

4. Postage Meter Maintenance, Inspections, and Location. We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

5. Postage Advances. We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

6. Default. In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, MailFinance Inc., and Mailroom Finance, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. To the extent allowable by law, You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

7. Rate Updates.

- A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.
- B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered Products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the



covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available to the following updates for Your covered Products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered Products or Software. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

8. United states postal service acknowledgement of deposit requirement. By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

9. Additional united states postal service terms.

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES 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, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines 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 (3 U.S.C. 3802).

- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

NeoFunds®/TotalFunds® ACCOUNT AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease") and a Postage Meter Rental Agreement with Neopost USA Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a NeoFunds postage funding account (for Neopost POC accounts) or a TotalFunds postage funding account (for Hasler TMS accounts) and this NeoFunds/TotalFunds Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Lease or Rental Agreement shall have the same meanings in this NeoFunds Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost USA Inc. Sections 14 through 20 of the Lease are hereby incorporated into this Account Agreement except that any reference in those sections to the "Lease" refers to this Account Agreement.

2. Establishment and Activation of Account. You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the postage meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Neopost USA. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

3. Operation of Account. Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Neopost USA Inc. is authorized to provide, Neopost USA Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that NeoFunds/TotalFunds will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a postage meter reset, if You have the funds on account with the USPS, those funds



automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the NeoFunds/TotalFunds Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services from that Neopost USA is authorized to provide, then We shall pay the applicable amount to Neopost USA Inc. and add such amount to Your Account balance.

4. Payment Terms. You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

5. Account Limit and Account Fees. You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, and a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

6. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

7. Default. We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may

be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

8. Remedies. If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost USA Inc., MailFinance Inc.

9. Amendments. We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

10. Notice: Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

11. Miscellaneous. You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

MAINTENANCE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Maintenance Agreement, except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the "Lease" refers to this Maintenance Agreement.

2. Neopost's Terms and Conditions for Maintenance Services. If the Order Form indicates that You have purchased maintenance services, then Neopost USA Inc., or one of its affiliates, will provide maintenance services for the Products in accordance with Neopost USA Inc.'s then-current maintenance terms and pricing for the level of maintenance services that You have purchased. Those services will be provided for the entire term of the Lease and are NON-CANCELABLE. The current version of those terms and conditions are available at www.neopostusa.com/maintenanceagreementV0613. You



agree that You have access to such terms and that they are incorporated into this Maintenance Agreement by this reference, and that You shall be bound by such terms as if they were fully stated herein. **Notwithstanding the foregoing, maintenance services are not available on HD Office Printer Series products.**

3. Auto Ink Program. If the Order Form indicates that You have elected to participate in Our Auto Ink Program (the "Program"), then you hereby authorize Us to ship You a new ink cartridge for the Product whenever the Product indicates that the then-current ink cartridge reaches twenty percent (20%) of its capacity. You authorize Us to charge the then-current fee for such cartridge (plus applicable taxes and shipping charges) to Your NeoFunds or TotalFunds Account. You may opt out of the Program at any time by sending an email to CIMneworders@neopost.com.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

2. License Grant and Additional Terms. In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at www.neopostusa.com/softwareterms and may be supplemented by Us or third party licensors, from time to

time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

3. Software Support. Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Maintenance"). At the conclusion of each year of Software Maintenance, the Software Maintenance will automatically renew for additional one-year periods at Our then-current fee for such services unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

4. Use of Websites. Neopost USA Inc. and/or any of Our affiliates, suppliers, including, but not limited to, MailFinance Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

SCHEDULE 6-A TO EXHIBIT 6
TO
PARTICIPATING ADDENDUM

Riders
to
Neopost Government Product Lease Agreement
Postage Meter Rental Agreement
Maintenance Agreement
Online Services and Software Agreement

I. RIDER TO GOVERNMENT PRODUCT LEASE AGREEMENT.

This rider ("**Rider**") to the Neopost Government Product Lease Agreement ("**Lease**"), attached as Exhibit 6 to the Participating Addendum, amends and supersedes any provision in the Lease and covers any Goods leased by a Purchasing Entity and is incorporated by reference into any Contract between Contractor and Purchasing Entity.

1. Order of Precedence. The terms and conditions governing any Lease entered into between Contractor and a Purchasing Entity are set forth in, in addition to the Lease and this Rider, and made a part of several documents. Whenever possible, all terms and conditions in all the documents are to be harmonized. In the event of a conflict between and among any terms and conditions set forth in such documents, such conflict shall be resolved in the following order of precedence:

- (a) The Participating Addendum, less its exhibits;
- (b) Exhibit No. 1 of the Participating Addendum (State of Oregon Specific Terms and Conditions);
- (c) This Rider to Neopost Government Product Lease Agreement, Schedule 6-A to Exhibit No. 6 of the Participating Addendum;
- (d) All other Riders set forth in Schedule 6-A to Exhibit No. 6 of the Participating Addendum;
- (e) Exhibit No. 2 of the Participating Addendum (Insurance);
- (f) Exhibit No. 3 of the Participating Addendum (Tax Certification);
- (g) The Master Agreement, including all attachments;
- (h) Any Shipping Label, Purchase Order, or any other documentation pursuant to which a Purchasing Entity purchases Contractor's Services or Goods;

- (i) Exhibit No. 4 of the Participating Addendum (List of Available Neopost Product & Service Categories);
- (j) Exhibit No. 5 of the Participating Addendum (Price List for Available Neopost Product & Service Categories);
- (k) Exhibit No. 6 of the Participating Addendum (Neopost Government Product Lease Agreement; Postage Meter Rental Agreement, NeoFunds/TotalFunds Account Agreement; Maintenance Agreement);
- (l) Exhibit No. 7 of the Participating Addendum (Neopost USA Maintenance Program NASPO – Terms); and
- (m) Exhibit No. 8 of the Participating Addendum (Volume Sales Report Template).

2. **Defined Terms.** To the extent that this Rider amends or modifies specific paragraphs of the Lease, the amended paragraph uses the defined terms of the Lease, otherwise capitalized terms not defined in this Rider shall have the meanings assigned to them in, as applicable, the Participating Addendum and Exhibit Nos. 1-5 and Exhibit 7 thereto.

3. **Capital Leases - State Agencies Ineligible.** IN NO EVENT SHALL ANY STATE AGENCY HAVE THE RIGHT, UNDER THE OREGON AGREEMENT, TO ENTER INTO A CONTRACT FOR A CAPITAL LEASE. ANY CONTRACT ENTERED INTO BY CONTRACTOR AND A STATE AGENCY FOR A CAPITAL LEASE SHALL BE VOID AND THE STATE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH CAPITAL LEASE. Nothing in the Oregon Agreement, however, prevents a State Agency from entering into a Contract for an Operating Lease.

3.1. ORCPP Purchasing Entities may, subject to all applicable federal, State, and local laws, enter into a Contract for a Capital Lease or Operating Lease under the Oregon Agreement.

4. **Deletion of Lease Paragraphs.** The paragraphs of the Lease ("Paragraph(s)") listed below in this Section are deleted in their entirety and replaced with the applicable Sections of the Oregon Terms as follows:

Deleted Lease Paragraphs	Amended & Replaced with Section(s) to Oregon Terms
Paragraph 16, "Notices"	Section 21, "Notices"
Paragraph 15, "Limitation on Liability"	Section 19, "Limitation of Liability"
Paragraph 17, "Integration. The Lease"	Section 25, "Merger Clause, Waiver"
Paragraph 18, "Severability"	Section 28, "Severability"
Paragraph 19, "Waiver or Delay"	Section 25, "Merger Clause, Waiver"
Paragraph 20, "Survival of Obligations"	Section 29, "Survival"
Paragraph 21, "Choice of Law; Venue,	Section 22, "Governing Law"

5. **FMV Lease.** Paragraph 3.1, "FMV Lease", of the Lease is deleted in its entirety and replaced with the following:

"3.1 FMV Lease. The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least 30 days before the end of the Initial Term that You intend to either: (i) renew the Lease on the same terms and conditions; or (ii) purchase the Product(s) pursuant to Section 22. In the event You fail to provide Us with written notice of Your intent to either renew the Lease or purchase the Product(s) as provided in this Section, the Lease shall automatically terminate and You shall return the Products to Us pursuant to Section 12 of this Lease.

6. **Return of Products.** Paragraph 12, "Return of Products", of the Lease, is deleted in its entirety and replaced with the following:

"12. Return of Products. Unless, at the end of the Initial Term or any Renewal Term, You take title to the tangible Product(s) pursuant to Section 22 or Section 23, then You are required to return such Product(s) under this Lease. In such case, at the end of the Initial or Renewal Term of the Lease, You will receive an Equipment Return Authorization ("ERA") number from Us and We will, at no cost to You, remove the Product(s) from Your possession within 15 Calendar Days after the end of the Initial Term or any Renewal Term of the Lease. In the event We do not remove the Product(s) within 15 Calendar Days after the end of the Initial Term or any Renewal Term of the Lease, You shall have the right to dispose of such Product(s), including without limitation, by returning it to Us, as determined in Your sole discretion, without any liability to Us and We shall reimburse You for the costs and expenses of such disposal, including any insurance, packing, shipping and handling costs."

7. **Termination for Convenience.** Paragraph 24.2, "Convenience", of the Lease, is deleted in its entirety and replaced with the following:

"24.2. Convenience. You may terminate this Lease at any time for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term, or if applicable, the then current Renewal Term, discounted by six percent (6%) per annum. Such amount must be received by Us within 30 Calendar Days of the effective date of termination. Upon receipt of such

payment, You shall have no further Lease Payments or early termination charges owed to Us under the Lease.

Except to the extent that the amended Paragraph 24.2 above amends Section 18.2.2 of the Oregon Terms, Exhibit 1, all other terms set forth under Section 18 of the Oregon Terms shall remain in full force and effect with respect to any Lease.

8. No Other Amendments or Modifications. Except as amended above in this Section I, Rider to the Neopost Government Product Lease Agreement, of this Schedule 6-A, all terms and conditions of the Neopost Government Product Lease Agreement remain in effect.

II. RIDER TO POSTAGE METER RENTAL AGREEMENT

This rider ("**Rider**") to the Neopost Postage Meter Rental Agreement ("**Rental Agreement**"), attached as Exhibit 6 to the Participating Addendum, amends and supersedes any provision in the Rental and covers any Postage Meter rented by a Purchasing Entity and is incorporated by reference into any Contract between Contractor and Purchasing Entity.

1. Order of Precedence. The terms and conditions governing any Rental Agreement entered into between Contractor and a Purchasing Entity are set forth in, in addition to the Rental Agreement and this Rider, and made a part of several documents. Whenever possible, all terms and conditions in all the documents are to be harmonized. In the event of a conflict between and among any terms and conditions set forth in such documents, such conflict shall be resolved in the following order of precedence:

- (a) The Participating Addendum, less its exhibits;
- (b) Exhibit No. 1 of the Participating Addendum (State of Oregon Specific Terms and Conditions);
- (c) This Rider to Neopost Postage Meter Rental Agreement, Schedule 6-A to Exhibit No. 6 of the Participating Addendum;
- (d) All other Riders set forth in Schedule 6-A to Exhibit No. 6 of the Participating Addendum;
- (e) Exhibit No. 2 of the Participating Addendum (Insurance);
- (f) Exhibit No. 3 of the Participating Addendum (Tax Certification);
- (g) The Master Agreement, including all attachments;
- (h) Any Shipping Label, Purchase Order, or any other documentation pursuant to which a Purchasing Entity purchases Contractor's Services or Goods;
- (i) Exhibit No. 4 of the Participating Addendum (List of Available Neopost Product & Service Categories);
- (j) Exhibit No. 5 of the Participating Addendum (Price List for Available Neopost Product & Service Categories);
- (k) Exhibit No. 6 of the Participating Addendum (Neopost Government Product Lease Agreement; Postage Meter Rental Agreement, NeoFunds/TotalFunds Account Agreement; Maintenance Agreement);

(l) Exhibit No. 7 of the Participating Addendum (Neopost USA Maintenance Program NASPO – Terms); and

(m) Exhibit No. 8 of the Participating Addendum (Volume Sales Report Template).

2. **Defined Terms.** To the extent that this Rider amends or modifies specific paragraphs of the Rental Agreement, the amended paragraph uses the defined terms of the Rental Agreement otherwise capitalized terms not defined in this Rider shall have the meanings assigned to them in, as applicable, the Participating Addendum and Exhibit Nos. 1-5 and Exhibit 7 thereto.

3. **Deleted and Amended Lease Paragraphs.** All references to the Lease, whether such reference is made in an amended paragraph to the Rental Agreement or as otherwise set forth in this Rider, shall mean the Lease as amended or otherwise modified in Section I of this Schedule 6-A.

4. **Provisions as to Use.** Paragraph 2, "Provisions as to Use" of the Rental Agreement is deleted in its entirety and replaced with the following:

"2. Provisions as to Use: You acknowledge that: (i) as required by the United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order form (the 'Postage Meter') is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered to us if you fail to cure any default as set forth in the Lease, (iii) except to the extent that We perform any maintenance or inspections, or both, You are responsible for the day-to-day control and use of the Postage Meter in accordance with this Rental Agreement; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time-to-time by the USPS; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement."

5. **No Other Amendments or Modifications** Except as amended above in this Section II, Rider to the Neopost Postage Meter Rental Agreement, of this Schedule 6-A, all terms and conditions of the Neopost Postage Meter Rental Agreement remain in effect.

III. Rider Three is reserved

IV. RIDER TO NEOPOST MAINTENANCE AGREEMENT

This rider ("**Rider**") to the Neopost Maintenance Agreement ("**Maintenance Agreement**"), attached as Exhibit 6 to the Participating Addendum, amends and supersedes any provision in the Maintenance Agreement and is incorporated by reference into any Contract between Contractor and Purchasing Entity.

1. Order of Precedence. The terms and conditions governing any Maintenance Agreement entered into between Contractor and a Purchasing Entity are set forth in, in addition to the Maintenance Agreement and this Rider, and made a part of several documents. Whenever possible, all terms and conditions in all the documents are to be harmonized. In the event of a conflict between and among any terms and conditions set forth in such documents, such conflict shall be resolved in the following order of precedence:

- (a) The Participating Addendum, less its exhibits;
- (b) Exhibit No. 1 of the Participating Addendum (State of Oregon Specific Terms and Conditions);
- (c) This Rider to Maintenance Agreement, Schedule 6-A to Exhibit No. 6 of the Participating Addendum;
- (d) All other Riders set forth in Schedule 6-A to Exhibit No. 6 of the Participating Addendum;
- (e) Exhibit No. 2 of the Participating Addendum (Insurance);
- (f) Exhibit No. 3 of the Participating Addendum (Tax Certification);
- (g) The Master Agreement, including all attachments;
- (h) Any Shipping Label, Purchase Order, or any other documentation pursuant to which a Purchasing Entity purchases Contractor's Services or Goods;
- (i) Exhibit No. 4 of the Participating Addendum (List of Available Neopost Product & Service Categories);
- (j) Exhibit No. 5 of the Participating Addendum (Price List for Available Neopost Product & Service Categories);

- (k) Exhibit No. 6 of the Participating Addendum (Neopost Government Product Lease Agreement; Postage Meter Rental Agreement, NeoFunds/TotalFunds Account Agreement; Maintenance Agreement);
- (l) Exhibit No. 7 of the Participating Addendum (Neopost USA Maintenance Program NASPO – Terms); and
- (m) Exhibit No. 8 of the Participating Addendum (Volume Sales Report Template).

2. **Defined Terms.** To the extent that this Rider amends or modifies specific paragraphs of the Maintenance Agreement, the amended paragraph uses the defined terms of the Maintenance Agreement otherwise capitalized terms not defined in this Rider shall have the meanings assigned to them in, as applicable, the Participating Addendum and Exhibit Nos. 1-5 and Exhibit 7 thereto.

3. **Deleted and Amended Lease Paragraphs.** All references to the Lease, Rental Agreement, or Account Agreement whether any such reference is made in amended paragraphs to the Lease, the Rental Agreement, the Account Agreement, or as otherwise set forth in this Rider, shall mean, as applicable, the Lease, Rental Agreement, and Account Agreement as amended or otherwise modified in Sections I,II, III of this Schedule 6-A.

4. **Neopost's Terms and Conditions for Maintenance Services.** Paragraph 2, "Neopost's Terms and Conditions for Maintenance Services", is deleted in its entirety and replaced with the following:

"2. Neopost's Terms and Conditions for Maintenance Services. If the Order Form indicates that You have purchased maintenance services, then Neopost USA, Inc., or one of its affiliates, will provide maintenance services for the Products in accordance with the Neopost Maintenance Agreement as agreed to in the Neopost USA Maintenance Program NASPO-Terms attached to the State of Oregon Participating Addendum as Exhibit 7."

5. **No Other Amendments or Modifications.** Except as amended above in this Section IV, Rider to the Neopost Maintenance Agreement, of this Schedule 6-A, all terms and conditions of the Maintenance Agreement remain in effect.

V. RIDER TO NEOPOST ONLINE SERVICES AND SOFTWARE AGREEMENT.

This rider ("**Rider**") to the Neopost Online Services and Software Agreement ("**OSS Agreement**"), attached as Exhibit 6 to the Participating Addendum, amends and supersedes any provision in the OSS Agreement and is incorporated by reference into any Contract between Contractor and Purchasing Entity.

1. Order of Precedence. The terms and conditions governing any OSS Agreement entered into between Contractor and a Purchasing Entity are set forth in, in addition to the Maintenance Agreement and this Rider, and made a part of several documents. Whenever possible, all terms and conditions in all the documents are to be harmonized. In the event of a conflict between and among any terms and conditions set forth in such documents, such conflict shall be resolved in the following order of precedence:

- (a) The Participating Addendum, less its exhibits;
- (b) Exhibit No. 1 of the Participating Addendum (State of Oregon Specific Terms and Conditions);
- (c) This Rider to the OSS Agreement, Schedule 6-A to Exhibit No. 6 of the Participating Addendum;
- (d) All other Riders set forth in Schedule 6-A to Exhibit No. 6 of the Participating Addendum;
- (e) Exhibit No. 2 of the Participating Addendum (Insurance);
- (f) Exhibit No. 3 of the Participating Addendum (Tax Certification);
- (g) The Master Agreement, including all attachments;
- (h) Any Shipping Label, Purchase Order, or any other documentation pursuant to which a Purchasing Entity purchases Contractor's Services or Goods;
- (i) Exhibit No. 4 of the Participating Addendum (List of Available Neopost Product & Service Categories);
- (j) Exhibit No. 5 of the Participating Addendum (Price List for Available Neopost Product & Service Categories);
- (k) Exhibit No. 6 of the Participating Addendum (Neopost Government Product Lease Agreement; Postage Meter Rental Agreement, NeoFunds/TotalFunds Account Agreement; Maintenance Agreement); and

- (l) Exhibit No. 7 of the Participating Addendum (Neopost USA Maintenance Program NASPO – Terms); and
- (m) Exhibit No. 8 of the Participating Addendum (Volume Sales Report Template).

2. Defined Terms. To the extent that this Rider amends or modifies specific paragraphs of the OSS Agreement, the amended paragraph uses the defined terms of the OSS Agreement otherwise capitalized terms not defined in this Rider shall have the meanings assigned to them in, as applicable, the Participating Addendum and Exhibit Nos. 1-5 and Exhibit 7 thereto.

3. Deleted and Amended Lease Paragraphs. All references to the Lease, Rental Agreement, Account Agreement, or Maintenance whether any such reference is made in amended paragraphs to the Lease, the Rental Agreement, the Account Agreement, the OSS Agreement, or as otherwise set forth in this Rider, shall mean, as applicable, the Lease, Rental Agreement, Account Agreement, and OSS Agreement as amended or otherwise modified in Sections I, II, III of this Schedule 6-A.

4. Software: State Agencies to Obtain Prior Written Consent. IN NO EVENT SHALL ANY STATE AGENCY HAVE THE RIGHT, UNDER THE OREGON AGREEMENT, TO ENTER INTO A CONTRACT FOR ANY SOFTWARE OR SOFTWARE SERVICES WITHOUT THE PRIOR WRITTEN CONSENT OF THE CONTRACT ADMINISTRATOR OR, IF APPLICABLE, THE STATE PRINTER. ANY CONTRACT FOR SOFTWARE THAT IS ENTERED INTO BY CONTRACTOR AND A STATE AGENCY SHALL BE, IF SUCH STATE AGENCY DID NOT FIRST OBTAIN PRIOR WRITTEN CONSENT AS REQUIRED HEREIN, VOID AND THE STATE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH CONTRACT. Nothing in the Oregon Agreement, however, prevents a State Agency from entering into a Contract for an Operating Lease.

4.1. Nothing in this Rider precludes ORCPP Purchasing Entities from entering into a Contract for Software or Software Services under the Oregon Agreement.

5. License Grant and Additional Terms. Paragraph 2, "License Grant and Additional Terms", to the OSS Agreement is deleted in its entirety and replaced with the following:

"2. License Grant and Additional Terms. In exchange for the license fees that are included in your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products including related documentation, described in the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose, or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Any

applicable terms and conditions for any Software Products will be provided to you upon receipt of the applicable Order Form and no such terms and conditions will be effective unless executed by Us and You and has been approved in writing as required by applicable law. Upon such execution and approval, such terms and conditions shall be made part of this OSS."

6. Software Support. Paragraph 3, "Software Support" to the OSS Agreement is amended by adding the following sentence to the end of such paragraph:

"Notwithstanding the foregoing, in no event shall any Software Support be automatically renewed and no Software Maintenance fees be charged to You if the Lease or Rental Agreement, or both for the Product with which the Software is related, terminate or expires prior to or simultaneously with the OSS Agreement."

7. No Other Amendments or Modifications. Except as amended above in this Section V, Rider to the Neopost OSS Agreement, of this Schedule 6-A, all terms and conditions of the OSS Agreement remain in effect.

Exhibit 4 to Oregon Participating Addendum

Category Listing

State and ORCPP Members: 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 P-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.

State & ORCPP Members: 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.

State & ORCPP Members: 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.

State & ORCPP Members: 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.

ORCPP Members Only: 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.

ORCPP Members Only: 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.

State & ORCPP Members: 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.

State & ORCPP Members: 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

State & ORCPP Members: 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.

State & ORCPP Members: 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".

State & ORCPP Members: 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.

ORCPP Members Only: Inserters, Production

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

State & ORCPP Members: 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.

State & ORCPP Members: 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.

ORCPP Members Only: 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.

ORCPP Members Only: 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.

State & ORCPP Members: 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.
-

State & ORCPP Members: 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.

State & ORCPP Members: 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.

ORCPP Members Only: 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.

State & ORCPP Members: 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.

State & ORCPP Members: 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.

ORCPP Members Only: 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.

ORCPP Members Only: 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.

ORCPP Members Only: 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.

ORCPP Members Only: 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.

ORCPP Members Only: 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.

ORCPP Members Only: 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.

ORCPP Members Only: 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.

ORCPP Members Only: 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 device.

ORCPP Members Only: 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.

ORCPP Members Only: 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.

ORCPP Members Only: 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".

ORCPP Members Only: 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.

State & ORCPP Members: 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.

State & ORCPP Members: 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.

ORCPP Members Only: Software, License and Subscription (Licenses are not reviewed by the State of Oregon, Each entity who chooses to use must have their own legal team review.)

- Commercial off-the-shelf (COTS) and customized mail room 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.

ORCPP Members Only: Software Consulting Services

- Consulting services for mailing solutions that may require requirements definition, custom design, programming, testing and implementation as outlined in a detailed statement of work.

ORCPP Members Only: 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.

State & ORCPP Members: Training

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

State & ORCPP Members: 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 mail room purposes are included.

ORCPP Members Only: 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.

ORCPP Members Only: 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 Vendors 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

EXHIBIT No. 5

PRICE LIST

<https://www.neopostusa.com/government-accounts/naspo-value-point>

PARTICIPATING ADDENDUM
("Participating Addendum")



MAILROOM EQUIPMENT, SUPPLIES AND
MAINTENANCE

Lead by the State of Arizona

EXHIBIT NO. 1

State of Oregon Participating Addendum
to

NASPO Master Agreement No. ADSP016-169901

State of Oregon-Specific Terms and Conditions

(Modifying or Supplementing Master Agreement No. ADSP016-169901)

1. Definitions. The following terms have the meanings set forth below. Capitalized terms not defined in this Exhibit 1, State of Oregon-Specific Terms (these "**Oregon Terms**"), have the meanings ascribed to them in the Master Agreement and its exhibits.

"Acceptance" has the meaning assigned to it in Section 5.1 of these Oregon Terms.

"Business Day" means Monday through Friday from 8:00 am – 5:00 pm pacific time, excluding State of Oregon holidays and other business closure days resulting from natural disasters, inclement weather, or other similar events.

"Calendar Day" means contiguous days.

"Capital Lease" has the same meaning assigned to the term "Financing Agreement" under ORS 283.085(3) which is incorporated by reference as though fully set forth in this definition.

"Contract" means the agreement that is formed between a Purchasing Entity and Contractor when (a) a Purchasing Entity issues a Purchase Order that incorporates by reference the terms and conditions of the Participating Addendum and (b) Contractor accepts such Purchasing Entity's Purchase Order.

"Contract Administrator" means the person who is identified as the Primary Contact for the Participating Entity in Section 6 of the Participating Addendum.

"Contractor" means Neopost USA Inc.

"Contractor Records" means all fiscal records and all other books, documents, papers, plans and writings (regardless of whether such records are in hard copy, electronic, or other form) of Contractor which relate to this Participating Addendum, any and all Contracts entered into between Contractor and Purchasing Entities pursuant to this Participating Addendum, and Contractor's performance under this Participating Addendum and any and all Contracts.

"DAS PS" means the State of Oregon acting by and through the Department of Administrative Services, Procurement Services and is the State agency with the statutory, pursuant to ORS 279B.140, to negotiate and administer this Participating Addendum .

"Goods" means supplies, equipment, or materials, and any personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto, that a Purchasing Entity is authorized to procure under the Participating Addendum as set forth in Section 4 of the Participating Addendum.

"Services" means the furnishing of labor, time, or effort by Contractor to maintain, overhaul, rehabilitate, or otherwise repair a Good purchased, rented, or leased by a Purchasing Entity from Contractor.

"Operating Lease" means an agreement for the lease for property or Goods that does not result in (a) the lessee financing the purchase of such property or Goods, and (b) the transfer of ownership or title in such property or Goods either during, or upon expiration or termination of the lease agreement from the lessor to the lessee.

"Oregon Cooperative Purchasing Program" or "ORCPP" means the cooperative purchasing program that recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the Goods and Services available under the Participating Addendum.

"Master Agreement" means the NASPO Master Agreement No.ADSPO-169901 between Contractor and the State of Arizona, on behalf of the member states of the National Association of State Procurement Officials, NASPO ValuePoint, and its attachments, and which serves as the underlying agreement and basis for Contractor and Participating Entity to execute the Participating Addendum.

"Participating Addendum" means the agreement between the Participating State and Contractor to which these Oregon Terms are attached as Exhibit 1 and includes. the Master Agreement and the Participating Addendum together with all applicable Exhibits to both (including, without limitation, these Oregon Terms), Attachments, Schedules, and, as applicable, any amendments made in accordance with Section 31 of these Oregon Terms and which sets forth the terms, conditions, and requirements pursuant to which Purchasing Entities may buy, and Contractor shall provide, the Goods and Services set forth in Exhibit 4 to the Participating Addendum.

"Participating Entity" means the State of Oregon acting by and through the DAS PS and in accordance with Section 2 of the Master Agreement is properly authorized to enter into the Participating Addendum with Contractor.

"Participating State" means, in accordance with Section 2 of the Master Agreement, the State of Oregon having been listed in the Lead State's Request for Proposal as a state intending to participate in the procurement. .

"Purchasing Entity" means an agency of the State of Oregon or any ORCPP member that submits a Purchase Order to Contractor. Without limiting the foregoing, and for purposes of clarification, DAS PS is a Purchasing Entity when it enters into a Contract on behalf of and for the benefit of itself.

"Purchase Order" means any written purchase order, sales order, or other document submitted to Contractor by a Purchasing Entity that incorporates the terms and conditions of the Participating

Addendum by reference and specifies the quantity and type of Goods or Services, or both, that Contractor will provide to the Purchasing Entity under the terms of the Participating Addendum.

"Rejection" has the meaning assigned to it in Section 3 of these Oregon Terms.

"RFP" means the NASPO ValuePoint Request for Proposals, Arizona Solicitation Number ADSP016-00006328.

"Revocation" has the meaning assigned to it in Section 3 of these Oregon Terms.

"State" means the State of Oregon.

"State Agency" means the State of Oregon acting by and through its state agencies, boards, and commissions as defined in ORS 174.111. Some State Agencies are members of ORCPP.

"Term" has the same meaning ascribed to it in Section 3 of the Master Agreement, the Participating Addendum is co-terminus with the Master Agreement.

2. Offer to Provide; Purchase Orders.

2.1. Offer to Provide. During the Term of the Participating Addendum, Contractor agrees to offer and provide, as requested by a Purchasing Entity from time to time, the Goods and Services identified in Section 4 of the Participating Addendum.

2.2. Purchase Orders. Purchasing Entities may use their own Purchase Order forms for the purchase of Goods and Services. State agencies may also use the general State-approved Purchase Order referencing NASPO Master Agreement Number ADSP016-169901. To the extent that the terms or conditions, or both of any Purchase Order differ from or conflict with the terms of the Participating Addendum, the difference or conflict will be resolved in accordance with Section 5 of the Participating Addendum. Each Purchase Order from an Authorized Purchaser that is not a State agency must contain, on the front page, the following language:

**THIS PURCHASE IS PLACED AGAINST THE STATE OF OREGON
MASTER AGREEMENT NO. ADSP016-169901 THE TERMS AND
CONDITIONS OF THE MASTER AGREEMENT AND THE
ASSOCIATED PARTICIPATING ADDENDUM ENTERED INTO BY
THE STATE OF OREGON, CONTRACT NO. 7686 APPLY TO THIS
PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND
CONDITIONS, EXPRESS OR IMPLIED.**

2.3. Effect of Purchase Orders. Upon Contractor's acceptance of a Purchase Order issued by a Purchasing Entity, a Contract is formed between the parties for the Goods or Services, or both, identified in such Purchase Order. In no event will the State be liable for Purchase Orders, Contracts, or any other type of purchases made by a Purchasing Entity that is not an agency of the State of Oregon. Purchasing Entities that are not agencies of the State of Oregon are responsible for any purchases under Purchase Orders they issue. The State expressly

disclaims any liability for purchases made by Purchasing Entities that are not State Agencies or any other third parties.

2.4. Verification of Purchasing Entities. Contractor is responsible for verifying that it provides Goods and Services under the Participating Addendum only to Purchasing Entities. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

2.5. State of Oregon Agencies: Funds Available/Appropriations. The payment obligations of an agency of the State of Oregon ("State Agency") ordering Goods or Services, or both, under this Participating Addendum are conditioned upon the applicable State Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow the applicable State Agency, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Contract issued under this Participating Addendum. Contractor is not entitled to receive payment under this Participating Addendum or any Contract from any part of Oregon state government other than the State Agency that issued the applicable Purchase Order. Nothing in this Participating Addendum or any Contract entered into by a State Agency is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Upon issuance of a Purchase Order by a State Agency, such Agency represents that it has sufficient appropriations for the current biennium to make payments for the Goods or Services, or both, purchased under any Contract formed pursuant to this Participating Addendum.

3. Goods and Services: Specifications. Contractor shall deliver all Goods and Services in accordance with the specifications set forth in Exhibit 4 attached to the Participating Addendum.

3.1. Standard and Necessary Components. Contractor shall include all components that are standard and necessary for the proper assembly, installation, and operation of the Goods.

3.2. New, Used, and Remanufactured Goods. Unless specified otherwise in a Purchase Order, Contractor shall deliver only those Goods that are new and unused. In the event a Purchasing Entity agrees, in a Purchase Order, to procure used, remanufactured, or refurbished, Goods, Contractor's offer, warranties, and Services related to such Goods must comply with Section 3.3 of the RFP. The terms of Section 3.3 of the RFP are incorporated by reference as though fully set forth in this Section, and such terms are in addition to any applicable terms set forth in these Oregon Terms.

3.3. Limitation of Lease on Goods: State Agencies Ineligible. IN NO EVENT SHALL ANY STATE AGENCY HAVE THE RIGHT, UNDER THE PARTICIPATING ADDENDUM, TO ENTER INTO A CONTRACT FOR A CAPITAL LEASE. ANY CONTRACT ENTERED INTO BY CONTRACTOR AND A STATE AGENCY FOR A CAPITAL LEASE SHALL BE VOID AND THE STATE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH LEASE. Nothing in the Participating Addendum, however, prevents a State Agency from entering into a Contract for an Operating Lease.

3.3.1. ORCPP Purchasing Entities (as such term is defined below in Section 23.2 of these Oregon Terms) may, subject to all applicable federal, State, and local laws, enter into a Contract for a Capital Lease or Operating Lease under the Participating Addendum.

3.4. Software: State Agencies to Obtain Prior Written Consent. IN NO EVENT SHALL ANY STATE AGENCY HAVE THE RIGHT, UNDER THE PARTICIPATING ADDENDUM, TO ENTER INTO A CONTRACT FOR ANY SOFTWARE OR SOFTWARE SERVICES WITHOUT THE PRIOR WRITTEN CONSENT OF THE CONTRACT ADMINISTRATOR OR, IF APPLICABLE, THE STATE PRINTER. ANY CONTRACT FOR SOFTWARE THAT IS ENTERED INTO BY CONTRACTOR AND A STATE AGENCY SHALL BE, IF SUCH STATE AGENCY DID NOT FIRST OBTAIN PRIOR WRITTEN CONSENT AS REQUIRED HEREIN, VOID AND THE STATE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH CONTRACT.

3.4.1. Nothing in the Participating Addendum precludes ORCPP Purchasing Entities from entering into a Contract for Software or Software Services under the Participating Addendum.

3.5. Non-Conformance. If any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to comply with applicable regulatory standards or the Specifications, Contractor shall immediately notify the Purchasing Entity of the recall or non-compliance, and shall provide copies of the recall notice or notice of non-compliance, as applicable, and all other supporting documentation for the recall or non-compliance determination. In such instances the Purchasing Entity may elect to (a) reject the Goods in whole or in part, or (b) revoke its acceptance of Goods in whole or in part. If the Purchasing Entity Rejects or Revokes its acceptance of Goods, Contractor shall remove the particular Goods from the Purchasing Entity's possession at no cost to the Purchasing Entity and shall reimburse the Purchasing Entity for all payments made for those Goods.

4. Delivery of Goods.

4.1. Location. Contractor shall deliver Goods to a Purchasing Entity at the location identified in the applicable Purchase Order.

4.2. Freight Fees. Contractor shall deliver Goods F.O.B., place of destination, freight prepaid.

4.3. Risk of Loss. Contractor shall retain the risk of loss for the Goods until the Purchasing Entity has Accepted the Goods in accordance with Section 5.1 of these Oregon Terms.

4.4. Time for Delivery. Contractor shall deliver all Goods no later than 30 Calendar Days or a mutually agreed upon date from the date the Purchasing Entity issues a Purchase Order. If the 30th Calendar Day falls on a weekend or other State of Oregon holiday, delivery shall be made the next Business Day. Unless otherwise specified in the applicable Purchase Order, the time of delivery may occur any time between 9am and 5pm pacific time.

5. Acceptance, Rejection and Revocation of Acceptance of Goods.

5.1. Acceptance. Purchasing Entities shall have 10 Business Days after either (a) the date of delivery, or (b) if required, the date of installation, to conduct an inspection of the Goods. If a Purchasing Entity does not provide written notice of Acceptance or Rejection of the Goods to Contractor within the 10 Business Days after, as applicable, the date of delivery or date of installation, of the Goods, the Purchasing Entity will be deemed to have "Accepted" the Goods.

5.1.1. In the event that a Purchasing Entity is responsible for installing any Goods procured under the Participating Addendum, such Purchasing Entity shall have five Business Days after delivery to install of such Goods. Effective as of the sixth Business Day after Delivery of such Goods, the 10 Business Day acceptance period set forth in Section 5.1 shall commence.

5.2. Rejection. If a Purchasing Entity rejects Goods, it shall provide written notice of rejection within 10 Business Days after delivery of such Goods. All notices of rejection shall, at a minimum, itemize the apparent defects and include:

5.2.1. A description of the nonconformance between the Goods delivered and the required Specifications and warranties;

5.2.2. A description of any other nonconformance of the Goods (including, but not limited to, late delivery); and

5.2.3. A statement indicating whether Contractor may cure the nonconformance and if so, the method by which and time period within which Contractor may cure

5.3. Revocation of Acceptance. Notwithstanding a Purchasing Entity's Acceptance of Goods, a Purchasing Entity may revoke its Acceptance of Goods for nonconformance with the Specifications if such nonconformance could not have been reasonably been discovered within the time period for Acceptance as set forth in Section 5.1 of these Oregon Terms when subject to normal use and operation during such period. Any and all notices of Revocation shall include the same information required of a notice of Rejection as set forth in Section 5.2 of these Oregon Terms.

5.4. Effect of Rejection or Revocation of Acceptance. If a Purchasing Entity Rejects or Revokes its Acceptance of Goods, Contractor shall refund all payments the Purchasing Entity has made to Contractor for those Goods and shall, at no cost to the Purchasing Entity, remove the Goods from the Purchasing Entity's possession within 10 Business Days following the later of (a) the date of the Purchasing Entity's notice of Rejection or notice of Revocation of Acceptance, (b) or the date of Contractor's failure to cure if cure is permitted. In the event Contractor does not remove the Rejected or Revoked Goods within 10 Business Days of receipt of the Purchasing Entity's notice of Rejection or Revocation of Acceptance, the Purchasing Entity shall have the right, without any liability to Contractor, to dispose of such Goods as determined in its sole discretion. Notwithstanding a Purchasing Entity's right of disposal, Contractor shall reimburse the Purchasing Entity for all payments made by the Purchasing Entity for such disposed goods. Nothing contained in this Section or the Participating Addendum precludes a Purchasing Entity from pursuing any remedies to which either may be entitled upon Rejection or Revocation of Acceptance of Goods or otherwise under the Participating Addendum.

6. Performance of Services; Reperformance of Services. Contractor shall perform maintenance, as requested by a Purchasing Entity, in accordance with Exhibit 7 to the Participating Addendum. Without limiting the representations and warranties set forth in Section 12 below of these Oregon Terms, Contractor and Contractor's technicians and other staff (collectively, "Contractor Personnel") shall perform all Services, including maintenance Services, with the skill and knowledge possessed by well-informed members of their trade or profession and Contractor and Contractor's Personnel will apply that skill and knowledge with care and diligence so Contractor and Contractor's Personnel perform the Services described in this Participating Addendum in accordance with the standards prevalent in Contractor's profession or trade, or both.

6.1. In the event Contractor or Contractor's Personnel fail to perform any Services in accordance with the warranty set forth in Sections 6 above, and Section 12, below of these Oregon Terms, Purchasing Entity shall promptly notify Contractor of such failure and Contractor shall reperform the Services without any additional charge to the affected Purchasing Entity.

6.2. In the event the Services require Contractor to provide replacement or substitute Goods or components, any substitutions or replacements thereof shall conform to the specifications, capabilities, characteristics, functions and performance standards of new, unused Goods or components, and all such replacement or substitute Goods or components shall be free from error or defect that materially impairs their use, and shall be free from defects in materials, and workmanship.

7. Invoices and Payment Provisions.

7.1. Invoices. Contractor may invoice Purchasing Entities upon delivery of Goods or Service Acceptance. Invoices must be delivered to the physical address identified in the applicable Purchase Order. All invoices must include all of the following information:

- a. Applicable Purchase Order Number
- b. Description of Goods Delivered
- c. Quantity of Goods ordered
- d. Quantity of Goods delivered
- e. Price per unit
- f. Services Ordered and Delivered
- g. Price/rate charged for Services
- h. Total Price invoiced
- i. Address to which payment must be remitted

7.2. Payment of Invoices. Invoices must be paid, subject to Acceptance made in accordance with Section 5.1 of these Oregon Terms, by Purchasing Entities within 30 days of delivery of the applicable Goods. Any interest for overdue payment is subject to ORS 293.462.

7.2.1. Purchasing Entities shall have the right to pay invoices as follows:

(a) Credit Card:

VISA: X

Master Card: X
Other Credit Cards: (Discover, American Express)

- (b) Direct Deposit (e.g., ACH), Electronic Funds Transfer (EFT) or
- (c) Check

7.3. Availability of Invoices/Statements. Contractor shall provide all Purchasing Entities with online access to each Purchasing Entity's account information through the Neopost website, as such website is required to be developed and maintained for Participating Entity in accordance with Section 3.17 of the Master Agreement. Such website shall include the following functions and features:

7.3.1. Allow each Purchasing Entity to view, download, and print its individual invoicing and payment history;

7.3.2. Allow each and all Purchasing Entities to:

7.3.2.1. Pay one invoice online in one single transaction using a credit card;

7.3.2.2. Receive, upon payment of one or more invoice: (a) a unique confirmation number upon completion of payment, and (b) email confirmation that payment made has posted;

7.3.2.3. Conduct searches of invoices issued by Contractor including the ability to search by invoice date, due date, purchase order number, ship to location, or transaction type;

7.3.2.4. Review invoice and payment activity, including credits, adjustments, and amounts due and past-due;

7.3.2.5. View, print, and export invoices using a variety of common formats such as xlsx, pdf, or csv.

7.3.2.6. Dispute invoices and upon submission of a dispute have a tracking or confirmation number automatically generated.

8. Contractor to Provide Customer Service. In addition to the developing and maintaining the Neopost Website for Participating Entity, Contractor shall provide a dedicated account representative and dedicated customer service team to assist all Purchasing Entities with: (a) use of the Neopost website, (b) obtaining information regarding the Goods and Services offered by Contractor, (c) return of non-conforming Goods, (d) assistance with the use and troubleshooting the use of Goods. Such customer service help shall be provided by means of an online and telephone helpdesk.

9. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF)

9.1. Volume Sales Reports (VSRs). Contractor shall submit a Volume Sales Report (VSR) no later than thirty (30) calendar days from the end of each calendar quarter

9.1.1. Content of VSRs. Each and every VSR must include all of the following information:

- (a) Complete and accurate details of all receipts (sales and refunds) for the reported period;
- (b) The information as identified in the Volume Sales Report Template - Data Requirement, Format and Layout, attached to the Participating Addendum as Exhibit 8 and incorporated by reference in this Section ; and
- (c) Such other information as DAS PS may reasonably request from time to time

9.1.2. Format of VSRs. Contractor shall provide all VSRs in MS Excel (.xls) format.

9.1.3. VSRs Required Regardless of Sales Volume. Contractor shall deliver a VSR to the Participating Entity each quarter, regardless of whether or not there are sales. When no sales have been recorded for the quarter a report must be submitted stating "No Sales for the Quarter."

9.1.4. Approval and Review of First VSR. The VSR submitted by the Contractor for the first calendar quarter must be submitted to the Participating Entity's Contract Administrator for review and approval.

9.1.5. Method of Delivery of VSRs. All VSRs must be submitted by e-mail to VCAF.REPORTING@oregon.gov. Delivered print outs of VSRs are not acceptable. Hard copies of VSRs on CDs are only acceptable if the size of the file precludes transmission by email. Approval from the Participating Entity's Contract Administrator must be obtained for deviations from the requirements set forth in this Section 9.1.

9.1.6. Right to Review After Receipt or Acceptance. The Participating Entity's Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to this Participating Addendum shall not preclude the Participating Entity from requesting, in accordance with Section 9.3 of these Oregon Terms, an audit or otherwise requesting documentation to validate the accuracy of a VSR.

9.1.7. Failure to Submit VSRs. The Participating Entity reserves the right to terminate this Participating Addendum if volume sales reports are not submitted in accordance with this Section 9.1

9.2. Vendor Collected Administrative Fee (VCAF).

9.2.1. VCAF Amount. The Vendor Collected Administrative Fee (VCAF), is a charge equal to One Percent (1.0 %) of Contractor's Gross total sales, less any credits, made to Purchasing Entities during the calendar quarter.

9.2.2. Payment Due Date. During the Term of this Participating Addendum and for the sales during the last calendar quarter of the Term of this Participating Addendum, the Contractor shall remit VCAF payment to the Participating State within forty-five (45) Calendar Days after the end of each calendar quarter.

9.2.3. No Additional Line Item Fees. Contractor may not reflect the VCAF fee as a separate line item charge to Purchasing Entities. Contractor's prices set forth in Exhibit 5 to the Participating Addendum reflects all Contractor's charges to Purchasing Entities. For the purposes of this Participating Addendum, quarters end March 31, June 30, September 30, and December 31. The Participating Entity will invoice the Contractor for the VCAF on a State generated invoice from the information submitted on the VSR. Contractor is responsible for timely reporting and payment, regardless of the entity that actually reports or makes VCAF payment to the Participating Entity.

9.2.4. Remittance and Payment Format The fee shall be in the form of a check remitted to:

State of Oregon
Department of Administrative Services
Attn: Shared Financial Services/PS
155 Cottage Street NE
Salem, Oregon 97301

Any other form of payment must be specifically pre-approved in writing (email shall suffice) by the Contract Administrator.

9.2.5. Interest. Any payments Contractor makes or causes to be made to the Participating Entity after the due date as indicated on the invoice shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount has been paid in full. The Participating Entity's right to interest on late payments shall not preclude the Participating Entity from exercising any of its other rights or remedies pursuant to this Participating Addendum or otherwise with regards to Contractor's failure to make timely remittances.

9.3. Audit Rights. The Participating Entity at its own expense (except as provided herein), shall have the right during regular business hours, at Contractor's premises, and upon reasonable notice, by itself or by a person authorized by it, to audit Contractor's Records, as such term is defined in Section 1 above, and other pertinent data, to determine and verify the figures reported in any and all VSRs furnished by Contractor. In the event that any such audit reveals underpayment of any Vendor Collected Administrative Fee, Contractor shall pay the amount of deficiency, together with interest thereon at the rate provided in Section 9.2.5, within five Calendar Days of date of Participating Entity's written request. In the event an audit reveals underpayment of the VCAFs owing, Contractor shall also pay, as set forth in the Participating Entity's written request, the reasonable cost of any and all audits revealing underpayment..

10. Confidential Information. Contractor acknowledges that it and its employees, agents, or

subcontractors may, in the course of providing and performing the Services under this Participating Addendum, be exposed to or acquire information that is confidential to a Purchasing Entity or a Purchasing Entity's clients. Any and all information of any form obtained by Contractor or its employees, subcontractors, or agents in the performance of this Participating Addendum, including Purchasing Entity Data, is deemed to be confidential information of the Purchasing Entity as are any reports or other documents or items (including data aggregations) that result from the use of Purchasing Entity Data (collectively, "**Confidential Information**").

10.1. Excluded from Confidential Information. Confidential Information does not to include information that (i) is or becomes (other than by disclosure by Contractor) publicly known; (ii) is furnished by the Purchasing Entity to others without restrictions similar to those imposed by this Participating Addendum; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Participating Addendum; (iv) is obtained from a source other than the Purchasing Entity without the obligation of confidentiality, (v) is disclosed with the prior written consent of the Purchasing Entity, or; (vi) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

10.2. Non-Disclosure. Contractor, its employees, agents, and subcontractors shall hold Confidential Information in confidence, using the highest standard of care applicable, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to the Purchasing Entity hereunder, and shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing immediately in the event 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 Participating Addendum, and Contractor will 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. Contractor shall not at any time during or after the term of this Contract, except as directed by Purchasing Entity disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this this Participating Addendum, and that upon termination of this Participating Addendum or at Purchasing Entity's request, Contractor shall deliver to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Participating Addendum, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.

10.3. Identity Theft. In the performance of this Contract, Contractor may have possession or access to documents, records or items that contain "Personal Information" as that term is used in ORS 646A.602(11). Personal Information is a type of Confidential Information

that is highly sensitive and subject to additional protection. Prior to the receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, Contractor shall have and maintain a formal written information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628.

10.3.1. In addition to and without limiting the generality of Sections 10 and 10.2 above of these Oregon Terms, Contractor shall not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control under this Participating Addendum. Contractor shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Contractor shall not use, distribute or dispose of any Personal Information other than expressly authorized in writing by Purchasing Entity, required by applicable law, or required by an order of a tribunal having competent jurisdiction.

10.3.2. Contractor shall promptly report to Purchasing Entity any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal Information to which the Contractor receives access, possession, custody or control in the performance of this Contract.

10.3.3. Contractor shall require the compliance of its employees, agents, and subcontractors with this Section 10.3.

10.4. Prohibition on Data Mining. Contractor shall not capture, maintain, scan, index, share or use Purchasing Entity Data stored or transmitted by the Goods, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, "non-authorized activity" means the data mining or processing of data, stored or transmitted, or both, by the Goods, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Participating Addendum.

10.5. Security and Hosting Requirements / Non-Disclosure Agreement / Criminal Background Checks. Upon request by any Purchasing Entity, Contractor and its employees, agents, and subcontractors performing services under this Contract shall comply with the security and confidentiality requirements set forth in this Section 10.5 below.

10.5.1. Security Requirements. Contractor shall comply at all times with Payment Card Industry security and other rules regarding the processing of debit and credit cards.

10.5.2. Non-Disclosure Agreement. Contractor shall upon Purchasing Entity's request provide a written non-disclosure agreement and obtain such from Contractor's

employees, agents, and subcontractors performing Services under this Participating Addendum.

10.5.3. Criminal Background Check. Contractor's employees, agents and subcontractors that will perform Services under this Contract must submit to a criminal background check. Such background check must occur prior to arrival on the premises of a Purchasing Entity or prior to access of a Purchasing Entity's Confidential Information, whichever occurs first. Background checks will be performed at Contractor expense. Purchasing Entity in its sole discretion has the right to reject any Contractor employee, agent, or subcontractor, or limit any such person's access to the Purchasing Entity's premises based on the results of the background check.

10.6. Injunctive Relief. Contractor acknowledges that breach of this Section 10, including disclosure of any Confidential Information, will cause irreparable injury to the Purchasing entity that is inadequately compensable in damages. Accordingly, a 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 the Purchasing Entity and are reasonable in scope and content.

10.7. Publicity. Contractor agrees that it will not disclose the form, content, or existence of this Contract in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with a Purchasing Entity, the Participating Entity, or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement of Contractor's services by the Purchasing Entity, the Participating Entity, or the State of Oregon, without the prior written consent of the foregoing.

11. Contractor's Proprietary Information; Oregon Public Records Laws. A Purchasing Entity will use reasonable efforts to maintain the confidentiality of any proprietary information received from Contractor and will not use such proprietary information except to fulfill its obligations under this Contract and applicable state and federal law. Contractor acknowledges and agrees any disclosures of its proprietary information that Contractor makes under this Contract that are not otherwise protected by applicable law are subject to the Oregon Public Records Laws, including ORS 192.410-192.505, and the provisions for the custody and maintenance of public records, ORS 192.005 - 192.170.

11.1. Identification of Proprietary Information. Contractor proprietary information is any information marked or designated in writing by Contractor as "confidential" prior to initial disclosure, or information disclosed orally that is confirmed in writing as "confidential" within 10 (ten) Calendar Days of disclosure.

11.2. Disclosure Under Oregon Public Records Law. A Purchasing Entity may disclose and provide copies of Contractor proprietary information to the extent disclosure is required by the Oregon Public Records Law (ORS 192.410 to 192.505). If a Purchasing Entity receives from a third party any request under the Oregon Public Records Law for the

disclosure of Contractor proprietary information, the Purchasing Entity will notify Contractor within a reasonable period of time of the request. Contractor is exclusively responsible for defending Contractor's position concerning the confidentiality of the requested information. Notwithstanding the foregoing, while the Purchasing Entity is not required to actively assist Contractor in opposing disclosure of proprietary information, the Purchasing Entity will cooperate in good faith to the extent reasonably practicable with Contractor's efforts to protect its proprietary information.

11.3. Excluded from Proprietary Information. The confidentiality obligations imposed by this Section 11 do not apply to: (i) information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by the recipient; (ii) information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality; (iii) information known to the recipient prior to the effective date of this Contract without obligation of confidentiality; (iv) information independently developed by recipient and documented in writing without use of, or reference to, any Contractor proprietary information; or (v) information required to be disclosed by compulsory judicial or administrative process or by law or regulation; provided that if Purchasing Entity is required to disclose Contractor proprietary information under clause (v), Purchasing Entity will first give Contractor notice and provide such information as may reasonably be necessary to enable Contractor to take action to protect its interests.

11.4. Injunctive Relief. Purchasing Entity acknowledges that Purchasing Entity's use and disclosure of Contractor's proprietary information not in accordance with this Section 11 will cause irreparable injury to Contractor that is inadequately compensable in damages. Accordingly, Contractor may seek and obtain injunctive relief against the breach or threatened breach of this Section 11. Purchasing Entity acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Contractor and are reasonable in scope and content.

12. Representations and Warranties. Effective upon acceptance of a Purchase Order by Contractor, a Contract is formed between Contractor and the Purchasing Entity that issued the applicable Purchase Order and as a result, such Purchasing Entity is entitled to rely upon all of the representations and warranties, rights, remedies, and benefits under this Participating Addendum. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to each Purchasing Entity upon formation of a Contract and to Authorized Purchaser that:

12.1. Enforceability of Participating Addendum. Contractor has the power and authority to enter into and perform this Participating Addendum and any resulting Contract between a Purchasing Entity and Contractor and that this Participating Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

12.2. Participating Addendum. Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance, regulation, or any other requirement or

order of any governmental or regulatory body or court or arbitrator applicable to provision of Services or Goods, and Contractor's provision of the Services or Goods shall not violate any such law, ordinance, regulation, or order;

12.3. Necessary Licenses. Contractor is duly licensed to perform the Services and provide the Goods and shall maintain any applicable licenses throughout the term of the Participating Addendum and if there is no licensing requirement for the provision of the Goods or performance of the Services, is duly qualified and professionally competent to perform the Services and provide the Goods;

12.4. New Goods; Specifications. Goods will be, where applicable, new, unused, current production models. All Goods will be free from defects in materials, design and manufacture for manufacturer's standard warranty period. Where specifications have been made a part of the RFP or otherwise set forth in Exhibit 4 to the Participating Addendum, Contractor further warrants that all Goods conform to such specifications and meet or exceed all quality and safety standards set forth therein;

12.5. No Liens. All Goods are free and clear of any liens or encumbrances, and Contractor has full legal title to such Goods, and no other person has any right, title or interest in the Goods which is superior to or infringe upon the rights granted to a Purchasing Entity hereunder.

12.6. Authorized Use. When used as authorized by this Participating Addendum, a Purchasing Entity's use of the Goods shall not infringe any copyright, patent, trade secret or other proprietary right of any third party;

12.7. Manufacturer Warranties. Contractor shall transfer to Purchasing Entity all manufacturer warranties covering the Goods at time of delivery at no charge;

12.8. Performance. all Services to be performed under this Addendum will be performed in accordance with the highest applicable professional or industry standards, and that only workmanship of the first quality shall be employed in the performance of this Addendum; and

12.9. Taxes. To the best of Contractor's knowledge, after due inquiry, for a period of no fewer than six (6) calendar years preceding the Effective Date, faithfully has complied with:

12.9.1. All tax laws of the State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

12.9.2. Any tax provisions imposed by a political subdivision of the State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and

12.9.3. Any tax provisions imposed by a political subdivision of the State that applied or apply to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor.

12.10. Warranties Cumulative. The warranties set forth in this Section 12 are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this Participating Addendum are cumulative and will be interpreted expansively so as to afford Authorized Purchaser the broadest warranty protection available.

13. Compliance with Applicable Law. Contractor will comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Goods provided and Services performed under this Participating Addendum, and a Purchasing Entity's performance under a Purchase Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230, and 279B.270. In addition, Contractor warrants the Goods and Services provided under this Participating Addendum will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Contractor also agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

13.1. Compliance with Tax Laws. Without limiting Section 13 above, Contractor shall, throughout the Term of this Oregon Contract, comply with all tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon. Any violation of this Section or of Contractor's warranty in Section 12.9 constitutes a material breach of this Contract. Any violation of this Section or Section 12.9 entitles Purchasing Entity to terminate a Contract made pursuant to any and all Purchase Orders and further entitles the Participating Entity to terminate this Participating Addendum and for each of them to pursue and recover damages that arise from the breach and the termination of this Participating Addendum or, as applicable, a Contract made pursuant to a Purchase Order, and to pursue all other remedies available under this Participating Addendum, at law, or in equity.

13.1.1. Oregon Department of Revenue. This Participating Addendum will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the Participating Entity or a political subdivision, including (i) garnishing the Contractor's compensation under any Contract entered into pursuant to a Purchase Order with a State Agency, or other Purchasing Entity as applicable, or (ii) exercising a right of setoff against Contractor's compensation under any Contract entered into pursuant to a Purchase Order with a State Agency, or other Purchasing Entity as applicable, for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

14. Indemnities.

14.1. General Indemnity. Contractor will defend, save, hold harmless and indemnify a Purchasing Entity and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities,

settlements, costs and expenses, including attorneys' fees, of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors or agents under this Participating Addendum.

14.2. Infringement Indemnity. Contractor will, at Contractor's sole expense, defend, save, hold harmless and indemnify Purchasing Entities and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against any and all costs, damages, settlements, attorneys' fees, and any and all costs incurred in any settlement negotiation or final settlement agreement resulting from, relating to, or arising out of a claim that any aspect of the goods or services furnished under a Purchase Order infringes a patent, utility model, industrial design, copyright, mask work, trademark, trade dress, or any other legally intellectual property right of any third party ("**Intellectual Property Rights**")

14.2.1. If Contractor believes at any time that the Goods or Services infringe a third party's Intellectual Property Rights, Contractor may upon receipt of Purchasing Entity's prior written consent, which Purchasing Entity will not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Purchasing Entity the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the Goods continue to function in material conformance with the specifications set forth in this Participating Addendum. Contractor's failure or inability to accomplish any of the foregoing will be deemed a material breach of this Participating Addendum, and Purchasing Entity may pursue any rights and remedies available to it under this Participating Addendum, including termination.

14.2.2. Contractor will not be liable under this Section for any claim for infringement based solely on (a) Purchasing Entity's modification of the Goods, or (b) Use of the Goods not authorized by Contractor, or both.

14.3. Control of Defense and Settlement. Contractor's obligation to indemnify Purchasing Entity as set forth in Sections 14.1 and 14.2 above of these Oregon Terms, is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Sections 14.1 and 14.2; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Purchasing Entity, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the prior written approval of the Attorney General. The State of Oregon may, at its election assume its own defense and settlement in the event that the State of Oregon determines that (a) Contractor is prohibited from defending the State of Oregon, (b) is not adequately defending the State of Oregon's interests, or (c) that an important governmental principle is at issue and the State of Oregon desires to assume its own defense. The State of Oregon will assume the costs and expenses of its own defense under subsection (c) of the foregoing sentence.

15. Events of Default.

15.1. Default by Contractor under Participating Addendum. Contractor will be in default under this Participating Addendum if:

15.1.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within sixty (60) Calendar Days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

15.1.2. Contractor commits any material breach of any covenant, warranty, obligation or certification under this Participating Addendum, fails to provide the Goods or to perform the Services in conformance with the specifications and warranties provided in this Participating Addendum, or clearly manifests an intent not to perform future obligations under this Participating Addendum, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) Business Days after delivery of Participating Entity's notice or such longer period as the Participating Entity may specify in such notice.

15.1.3. Without limiting the generality of Section 15.1.2 above, Contractor will be in default of this Participating Addendum if it is in breach of Section 12.9 or Section 13 above of these Oregon Terms.

15.2. Default by Contractor under a Contract. Contractor will be in default under a Contract if:

15.2.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within sixty (60) Calendar Days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular; or

15.2.2. Contractor commits any material breach of any covenant, warranty, obligation or certification under the applicable Contract, fails to provide the Goods or to perform the Services in conformance with the specifications and warranties provided pursuant to the applicable Contract, or clearly manifests an intent not to perform future obligations under the applicable Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within 30 Business Days after the effective date of delivery (as provided for in Section 21.4 below of these Oregon Terms) of Purchasing Entity's notice or such longer period as Purchasing Entity may specify.

15.2.3. Without limiting the generality of Section 15.1.2 above, Contractor will be in default of any and all Contracts if it is in breach of Section 12.9 or Section 13 above of these Oregon Terms.

15.3. Default by Purchasing Entity. Purchasing Entity will be in default under this Participating Addendum if:

15.3.1. Purchasing Entity fails to pay Contractor any amount pursuant to the terms of this Participating Addendum, and Purchasing Entity fails to cure such failure within 30 Business Days after the effective date of delivery (as provided for in Section 21.4 below of these Oregon Terms) of Contractor's notice or such longer period as Contractor may specify in such notice; or

15.3.2. Purchasing Entity commits any material breach or default of any covenant, warranty, or obligation under this Participating Addendum, fails to perform its commitments under this Participating Addendum within the time specified or any extension thereof, and Purchasing Entity fails to cure such failure within 30 Business Days after the effective date of delivery (as provided for in Section 21.4 below of these Oregon Terms) of Contractor's notice or such longer period as Contractor may specify in such notice.

16. Remedies for Default

16.1. Participating Entity's Remedies. In the event Contractor is in default under Section 15.1 of these Oregon Terms, Participating Entity may at its option, pursue any or all of the remedies available to it under this Participating Addendum and at law or in equity, including, without limitation:

16.1.1. Terminate the Participating Addendum in accordance with Section 17.2.3(c) of these Oregon Terms

16.1.2. With respect to a breach of Section 12.9, (a) exercise the right of set-off, and withholding amounts due and owing to Contractor, in an amount equal to the Purchasing Entity's setoff right, without penalty and (b) initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Purchasing Entity may recover any and all damages suffered as the result of Contractor's breach of this Participating Addendum, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services or Goods, or both; and

16.1.3. Exercise any or all of the tax compliance remedies set forth in Section 13.1.1 above of these Oregon Terms.

16.2. Purchasing Entity Remedies. In the event Contractor is in default of a Contract under Section 15.2 of these Oregon Terms, the Purchasing Entity to the applicable Contract may at its option, pursue any or all of the remedies available to it under the Participating Addendum and at law or in equity, including, without limitation:

16.2.1. Termination of the applicable Contract;

16.2.2. Withholding or offsetting payment for erroneous invoices for the Services that Contractor is obligated but has failed to perform in accordance with this Participating Addendum, including warranties in Section 12;

16.2.3. Exercise of its right of setoff against the compensation invoiced and due to Contractor under the applicable Contract;

16.2.4. With respect to a breach of Section 16.2.5, (a) exercise the right of set-off, and withholding amounts due and owing to Contractor, in an amount equal to the Purchasing Entity's setoff right, without penalty and (b) initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Purchasing Entity may recover any and all damages suffered as the result of Contractor's breach of the applicable Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services or Goods, or both; and

16.2.5. Exercise any or all of the tax compliance remedies set forth in Section 16.1.3 above of these Oregon Terms.

16.3. Remedies Not Exclusive. The remedies afforded to the Participating Entity and Participating Entities as set forth in the Sections 16.1, as applicable, above of these Oregon Terms are cumulative to the extent the remedies are not inconsistent and each of them, or both of them, may pursue any of their respective remedies singly, collectively, successively or in any order whatsoever.

16.3.1. If it is determined for any reason that Contractor was not in default under Section 15.1 above of these Oregon Terms, the rights and obligations of the Contractor and Participating Entity will be the same as if the Participating Addendum was terminated pursuant to Section 17.2.2 below of these Oregon Terms.

16.3.2. If it is determined for any reason that Contractor was not in default of a Contract under Section 15.2 above of these Oregon Terms, the rights and obligations of the Contractor and Purchasing Entity will be the same as if the Contract was terminated pursuant to Section 17.2.2 below of these Oregon Terms.

16.4. Contractor Remedies.

16.4.1. In the event a Purchasing Entity (a) terminates a Contract pursuant to Section 16.2.1 above of these Oregon Terms, or (b) is in default under Section 15.2 of these Oregon Terms and regardless of whether Contractor elects to exercise its right to terminate a Contract under Section 18.2.4 below of these Oregon Terms, Contractor's sole monetary remedy will be a claim for any unpaid invoices for the Goods or Services completed, delivered and Accepted. If previous amounts paid to Contractor exceed the amount due to Contractor under this section, Contractor shall promptly pay any excess to Purchasing Entity after receipt of written demand. The termination or expiration of the Master Agreement or Oregon Participating Addendum shall in no way relieve any

individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

17. Term and Termination of Participating Addendum.

17.1. Term of Participating Addendum. The term of this Participating Addendum shall be co-terminus with the NASPO ValuePoint Master Agreement #ADSP016-169901. This Participating Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this Participating Addendum in accordance with its terms.

17.2. Termination of Participating Addendum.

17.2.1. Participating Entity and Contractor may agree to terminate this Participating Addendum upon at least 30 days prior written agreement. The termination or expiration of the Master Agreement or Oregon Participating Addendum shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

17.2.2. Participating Entity may terminate this Participating Addendum, in whole or in part, at any time upon thirty (30) days prior written notice to Contractor. The termination or expiration of the Master Agreement or Oregon Participating Addendum shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

17.2.3. Participating Entity may also terminate this Participating Addendum , in whole or in part, immediately upon written notice to Contractor, or at such later date as Participating Entity may establish in such notice, for any reason, or upon the occurrence of any of the following events:

(a) Participating Entity fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods or Services to be purchased under the Participating Addendum ; or

(b) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of Goods or Services, or both under this Participating Addendum are prohibited or the Participating Entity is prohibited from paying for such Goods or Services from the planned funding source; or

(c) Contractor is in breach of this Participating Addendum under Section 15.1 above of these Oregon Terms

17.3. Stop Performance Upon Termination. Upon receipt of written notice of termination, Contractor will stop performance under all Contracts as directed by Participating Entity.

17.4. Remedies Not Exclusive. Termination under any provision of this Participating Addendum does not extinguish or prejudice the Participating Entity's right to enforce this Participating Addendum, a Contract, or a Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the Participating Entity's to indemnification by Contractor. If this Participating Addendum, is so terminated, the Participating Entity will pay Contractor in accordance with the terms of this Participating Addendum.

18. Term and Termination of Individual Contracts.

18.1. Term of Individual Contracts. An Individual Contract will remain in effect until the expiration or termination of the Contract in accordance with its terms. The termination or expiration of the Master Agreement or Oregon Participating Addendum shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

18.2. Termination of a Contract.

18.2.1. Any Contract may be terminated at any time by mutual written consent of Purchasing Entity and Contractor.

18.2.2. Any Purchasing Entity may, at its sole discretion, terminate, in whole or in part, any Contract such Purchasing Entity has entered into with Contractor upon 30 days prior written notice to Contractor. Provisions for early termination are defined in the Neopost Government Product Lease Agreement and Schedule 6-A to exhibit 6. An early termination fee will be applicable. The termination or expiration of the Master Agreement or Oregon Participating Addendum shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

18.2.3. Any Purchasing Entity may terminate in whole or in part, any Contract such Purchasing Entity has entered into with Contractor immediately upon written notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events:

18.2.3.1. Purchasing Entity fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for the Goods or Services, or both, to be purchased under a Contract;

18.2.3.2. Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of Goods or Services, or both, under a Contract is prohibited or Purchasing Entity is prohibited from paying for such Goods or Services, or both, from the planned funding source; or

18.2.3.3. Contractor commits any material breach of the Contract.

18.2.4. Contractor may terminate a Contract if a Purchasing Entity is in default under Section 15.3 of these Oregon Terms.

18.3. Effect of Termination of a Contract. Upon receipt of written notice of termination of a Contract, Contractor will stop performance under such Contract as directed by the Purchasing Entity.

18.4. Remedies Not Exclusive Termination of a Contract does not extinguish or prejudice a Purchasing Entity's right to enforce the applicable Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the Purchasing Entity to indemnification by Contractor. In addition, termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce any other rights or remedies it has under the applicable Contract. If Contract is so terminated, the Purchasing Entity will pay Contractor in accordance with the terms of the Contract for Goods delivered or Services performed and Accepted by Purchasing Entity, or both, up to the time of any breach by Contractor.

19. Limitation of Liability.

19.1. To Participating Entity.

19.1.1. EXCEPT FOR CONTRACTOR'S LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 14.1, GENERAL INDEMNITY, (ii) SECTION 14.2 IP INDEMNITY, (iii) SECTION 10, CONTRACTOR'S DUTIES OF CONFIDENTIALITY AND NON-DISCLOSURE, OR (vi) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PERSONAL PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS MISCONDUCT, OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS, CONTRACTOR'S LIABILITY TO PARTICIPATING ENTITY FOR DAMAGES FOR ANY OTHER CAUSE WHATSOEVER IS LIMITED TO \$50,000.

19.1.2. EXCEPT FOR CONTRACTOR'S LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 14.1 GENERAL INDEMNITY, (ii) SECTION 14.2, IP INDEMNITY (iii) SECTION 10, CONFIDENTIALITY OR (v) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PERSONAL PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS NEITHER CONTRACTOR NOR PARTICIPATING ENTITY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

19.2. To Purchasing Entity.

19.2.1. EXCEPT FOR CONTRACTOR'S LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 14.1, GENERAL INDEMNITY, (ii) SECTION 14.2 IP INDEMNITY, (iii) SECTION 10, CONTRACTOR'S DUTIES OF CONFIDENTIALITY AND NON-DISCLOSURE, OR (vi) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL

PROPERTY OR TANGIBLE OR INTANGIBLE PERSONAL PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS MISCONDUCT, OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS, CONTRACTOR'S LIABILITY TO PURCHASING ENTITY FOR DAMAGES FOR ANY OTHER CAUSE WHATSOEVER IS LIMITED TO TWO AND ONE-HALF TIMES THE TOTAL FEES PAYABLE BY THE PURCHASING ENTITY UNDER THE APPLICABLE CONTRACT.

19.2.2. EXCEPT FOR CONTRACTOR'S LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 13.1 GENERAL INDEMNITY, (ii) SECTION 13.2, IP INDEMNITY (iii) SECTION 9, CONFIDENTIALITY OR (v) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PERSONAL PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS NEITHER CONTRACTOR NOR PURCHASING ENTITY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

19.3. To Contractor.

19.3.1. ANY CONTRACT ENTERED INTO BY CONTRACTOR AND A STATE AGENCY FOR A CAPITAL LEASE SHALL BE VOID AND THE STATE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH LEASE.

19.3.2. IN THE EVENT CONTRACTOR ENTERED INTO A CONTRACT WITH A STATE AGENCY FOR SOFTWARE OR SOFTWARE SERVICES AND SUCH STATE AGENCY FAILED TO OBTAIN PRIOR WRITTEN CONSENT FOR SUCH SOFTWARE OR SOFTWARE SERVICES, AS APPLICABLE, IN ACCORDANCE WITH SECTION 3.4 OF THESE OREGON TERMS, THE STATE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH CONTRACT.

19.3.3. Nothing in this Participating Addendum or in any Contract may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

20. Recycled Products. Contractor will use, to the maximum extent economically feasible in the performance of this Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

21. Notices.

21.1. To Purchasing Entity. Any formal communications between Contractor and a Purchasing Entity or notices to be made under a Contract shall be given in writing to the person and address indicated in the Purchase Order pursuant to which the applicable Contract was formed.

21.2. To Participating Entity. Any formal communications between Contractor and Participating Entity or notices to be made under the Participating Addendum shall be given to the Contract Administrator identified in Section 21.3 of the Participating Addendum:

21.3. To Contractor. All formal communications or notices required to be given between Contractor and Purchasing Entity under a Contract, or between Contractor and Participating Entity under the Participating Addendum, shall be given to the following person and address:

Name: Larry Waters
Title: Government Account Manager
Address: Neopost USA, Inc.
478 Wheelers Farms Road
Milford, CT 06461

21.4. Means and Effective Date of Delivery. All such communications and notices shall be delivered and made effective as follows:

21.4.1. via U.S. Postal Services, postage pre-paid, shall be effective 5 Business Days after mailing;

21.4.2. via personal delivery shall be effective upon actual delivery;

21.4.3. via express parcel or other express commercial carrier, fees pre-paid, shall be effective within two Business Days after placing with such carrier.

22. Governing Law. This Participating Addendum and any and all Contracts are governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

23. Jurisdiction and Venue:

23.1. Participating Entity and State Agency Purchasing Entities. Any claim, action, suit or proceeding (individually and collectively, "**Claims**") between Contractor and the Participating Entity, or between Contractor and any Purchasing Entity that is a State Agency, that arises from or relates, as applicable, to this Participating Addendum or a Contract, or both, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity based on the eleventh amendment to the Constitution of the United States or otherwise, with respect to any Claim, whether brought under State or Federal law, or in State or Federal Court.

23.2. ORCPP Members. Any Claims between Contractor and a Purchasing Entity that is an ORCPP Member ("**ORCPP Purchasing Entity**") that arise from or are related to individual a Contracts will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such ORCPP Purchasing Entity resides or has its principal office, or at such ORCPP Purchasing Entity's option, within such other county as the ORCPP Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claims must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

24. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Participating Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Participating Addendum. A Purchasing Entity may withhold final payment under a Contract until Contractor has provided the Oregon Department of Revenue with the required information.

25. Merger Clause; Waiver.

25.1. Participating Entity. As to Contractor and Participating Entity, the Participating Addendum, including the Master Agreement and all applicable Exhibits, Attachments, and Schedules thereto, constitutes the entire agreement between Contractor and Participating Entity on the subject matter hereof, and supersede all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this Participating Addendum. No waiver, consent, modification or change of terms of this Participating Addendum binds either party unless in writing and signed by both Contractor and the Participating Entity and all necessary State approvals have been obtained in writing. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of the Participating Entity to enforce any provision of this Participating Addendum does not constitute a waiver by the Participating Entity of that or any other provision.

25.2. Purchasing Entity. As to Contractor and a Purchasing Entity, the Contract, including the Participating Addendum, the applicable Purchase Order, the Master Agreement and all applicable Exhibits, Attachments, and Schedules thereto, constitute the entire agreement between Contractor and Purchasing Entity on the subject matter thereof, and supersedes all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between Contractor and Purchasing Entity that are not specified in the applicable Contract. Except as expressly permitted in these Oregon Terms, including, without limitation, Sections 3.1, 3.2, and 20, no Purchasing Entity has any authority or right to waive, consent, modify or change of terms of the Participating Addendum and no such waiver, consent or modification or change binds either party. The failure of the Purchasing Entity to enforce any provision of the Contract does not constitute a waiver by the Purchasing Entity of that or any other provision.

26. Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of a Purchasing Entity or the Participating Entity. Contractor has no right or authority to incur or create any obligation for or legally bind Purchasing Entity or the Participating Entity in any way. Contractor is not an "officer", "employee", or "agent" of any Purchasing Entity or the Participating Entity (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither Contractor, Purchasing Entity, or the Participating Entity shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

27. Access to Records. Contractor will maintain all fiscal records relating to any and all Purchase Orders, Contracts, and the Participating Addendum, in accordance with generally accepted accounting principles and will maintain any other records relating to Purchase Orders, Contracts, and the Participating Addendum in such a manner as to clearly document Contractor's performance thereunder. The Participating Entity, on behalf of itself and any and all Purchasing Entities, and its respective agents, the Oregon Secretary of State Audits Division, and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to any Purchase Order, Contract, or the Participating Addendum and have the right to perform examinations and audits and make excerpts and transcripts reasonably necessary to perform such examinations and audits. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law following final payment and termination of this Participating Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to the Participating Addendum, whichever date is later.

28. Severability. If any term or provision of the Participating Addendum or any Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if, and as applicable, the Participating Addendum or the Contract did not contain the particular term or provision held to be invalid.

29. Survival. Any terms, as applicable, of the Participating Addendum or a Contract, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, lease payment obligations, governing law, venue, consent to jurisdiction, termination and remedies provisions survive the termination or expiration of, as applicable, the Participating Addendum or applicable Contract.

30. Insurance. Within ten (10) days of the Effective Date of the Participating Addendum, Contractor must provide insurance as set forth on Exhibit No. 2 to the Participating Addendum. No Purchase Order may be placed or accepted and no Contract shall be formed until proof is provided that these requirements have been met.

31. Anticipated Amendments. Contractor and Participating Entity may need to amend the Participating Addendum to modify selected terms, conditions, and price(s). The Participating Addendum Agreement may be modified by written document only. No amendment shall be effective

until signed by Contractor and Participating Entity and all approvals required by law have been obtained in writing.

32. Subcontracts and assignment. Contractor must not enter into any subcontracts for any of the Services required by this Contract or assign or transfer any of its interest in this Contract without the Participating Entity's prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of the Participating Entity prior to or at the time of Contractor's request for consent. In addition to any other provisions Participating Entity may require, Contractor must include in any permitted subcontract a requirement that the subcontractor be bound by the relevant provisions of the Participating Addendum, including but not limited to requirements of performance, indemnification, and liability, as if subcontractor were Contractor. Participating Entity's consent to any subcontract will not relieve Contractor of any of its duties or obligations under the Participating Addendum or any Contract.

33. Successors and assigns. The provisions of, as applicable, the Participating Addendum or any and all Contracts, will be binding upon and will inure to the benefit of the parties thereto and their respective successors and permitted assigns, if any.

34. Intended Beneficiaries. Contractor and Participating Entity are the only parties to the Participating Addendum and are the only parties entitled to enforce its terms. Nothing in the Participating Addendum gives, is intended to give, or must be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name therein and expressly described as intended beneficiaries of the terms of this Contract.

34.1. Purchasing Entities. In accordance with Section 34 above, upon the formation of any Contract, the Purchasing Entity to such Contract will be an intended third party beneficiary of the Participating Addendum and shall have all the rights and obligations thereunder as expressly set forth therein.

35. Headings. The headings in these Oregon Terms are included only for convenience and do not control or affect the meaning or construction of this Participating Addendum.

EXHIBIT No. 2

INSURANCE

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit prior to performing under this Participating Addendum and any Contract and shall maintain it in full force and at its own expense throughout the duration of this Participating Addendum and all warranty periods Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DASPS.

- 1. Workers' compensation insurance.** All employers, including Contractor, that employ subject workers in the State of Oregon must comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must also ensure that each of its approved subcontractors complies with these requirements.
- 2. General liability insurance.** Contractor must obtain and maintain, at its own expense, for the duration of this Participating Addendum and any Contract, general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000, for each occurrence for bodily injury and property damage. It must include contractual liability coverage for the indemnity provided under this Contract.
- 3. Automobile liability insurance.** Contractor must obtain, at Contractor's expense, and keep in effect during the term of this Participating Addendum and any Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence must not be less than \$1,000,000.
- 4. Additional Insureds.** Each of the insurance policies that Contractor obtains under this Exhibit No. 2 must provide that the State of Oregon, DASPS and their divisions, officers and employees are additional insureds under the policy, but only with respect to the Goods or Services that Contractor will provide under this Participating Addendum and any Contract.
- 5. Notice of cancellation or change.** Contractor must not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under this Participating Addendum without thirty (30) calendar days' prior written notice from Contractor or its insurers to DASPS.
- 6. Certificates of insurance.** As evidence of the insurance coverage required under this Participating Addendum, Contractor must furnish acceptable insurance certificates to DASPS before providing the Goods or commencing the Services and annually thereafter. The certificates must specify all of the parties who are additional insureds Insuring companies must be authorized to sell insurance in the State of Oregon. Contractor must be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

EXHIBIT No. 3

CONTRACTOR TAX CERTIFICATION

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Contractor's correct taxpayer identification;

Federal Tax Number 94-2388882

Oregon Tax Number _____

2. Contractor is not subject to backup withholding because:

☒ (i) Contractor is exempt from backup withholding,

☐ (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or

☐ (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Addendum and any Contract, Contractor faithfully has complied with:

☐ (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

☐ (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

☐ (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

☐ (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Contractor: Neopost USA Inc.

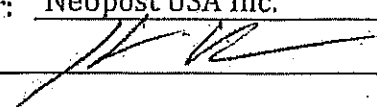
Signature  Date 10/31/2017

EXHIBIT No. 4

LIST OF AVAILABLE NEOPOST PRODUCT & SERVICE CATEGORIES

NASPO ValuePoint
STATE OF OREGON
PARTICIPATING ADDENDUM



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE
Lead by the State of Arizona

State of Oregon Participating Addendum to
Master Agreement #: ADSP016-169901

Contractor:

NEOPOST USA INC.
("CONTRACTOR" OR "NEOPOST")

Participating Entity

STATE OF OREGON *by and through its*
DEPARTMENT OF ADMINISTRATIVE SERVICES,
PROCUREMENT SERVICES
("Participating Entity")

This State of Oregon Participating Addendum ("**Participating Addendum**") establishes a price agreement between Contractor and Participating Entity pursuant to ORS 279B.140, including the provisions of that certain Master Agreement # ADSP016-169901 (including all attachments), executed between the Contractor and the State of Arizona, effective May 15, 2017 ("**Master Agreement**") and as further defined below in Section 1 of Exhibit 1 to the Participating Addendum, the terms and conditions of which are incorporated herein by reference (the Master Agreement together with this Participating Addendum are, collectively, the "**Oregon Agreement**").

The term of this Participating Addendum is co-terminus with the NASPO ValuePoint Master Agreement #ADSP016-169901.

Notwithstanding the foregoing, any amendments to Master Agreement agreed upon between the State of Arizona and Contractor shall not automatically become a part of this Participating Addendum, instead, Participating Entity shall have an opportunity to review any and all such amendments and if acceptable to Participating Entity then Contractor and Participating Entity will negotiate a substantially similar amendment to this Participating Addendum. All capitalized terms in this Participating Addendum shall have the meaning set forth in the Master Agreement (including all attachments) unless otherwise defined in this Participating Addendum.

The Goods and Services offered under the Master Agreement that may be procured under this Participating Addendum are described in Section 5 of this Participating Addendum. This Participating Addendum contains the additional terms and conditions specifically applicable to individual Contracts between Contractor and Purchasing Entities. In the event of a conflict between the terms and conditions of this Participating Addendum and the Master Agreement, the conflict will be resolved as set forth in Section 4 below of this Participating Addendum.:

Participating Addendum Terms and Conditions:

1. Participation:

This Participating Addendum may be used by all agencies, boards, and commissions of the State of Oregon, as defined in Section 1 of the Oregon Terms (collectively, "**State**

Agencies" and individually, a **"State Agency"**), and State of Oregon institutions of higher institution, political subdivisions, and other entities authorized to use statewide contracts in the State of Oregon including without limitation, members of the Oregon Cooperative Procurement Program (**"ORCPP"**). Issues of interpretation and eligibility for participation as a Purchasing Entity are solely within the authority of the Participating Entity's Chief Procurement Official. Those authorized to use this Participating Addendum and enter into Contracts with Contractor are each a **"Purchasing Entity."**

2. Scope:

This Participating Addendum covers the Master Agreement # ADSP016-169901 for Mailroom Equipment, Supplies, and Services (also described in this Participating Addendum as **"Goods and Services"**) led by the State of **Arizona** for use by Purchasing Entities as authorized by the Participating State's statutes to utilize State contracts with the prior approval of the Participating State's Chief Procurement Official.

Pursuant to this Participating Addendum, Contractor shall provide to a Purchasing Entity, as requested by Purchasing Entities from time to time, the Neopost Goods and Services specifically identified in Section 4 of this Participating Addendum.

All such Neopost Mailroom Equipment, Supplies, and Services offered must meet, as applicable, the approval of the USPS®.

2.1 No Exclusivity. This Participating Addendum is not exclusive. There may be one or more contractor(s) who may provide similar goods and services to Purchasing Entities. In the event the Participating Entity has made an award to one or more of the holders of a master agreement, Purchasing Entities shall select a contractor in accordance with the selection process set forth in the buyer's guide provided to Purchasing Entities by the Contract Administrator.

3. Products and Services Categories by Geographic Area:

Pursuant to this Participating Addendum, Contractor elects to provide the Neopost Mailroom Equipment, Supplies, and Services to the entire State of Oregon geographical area. By entering into this Participating Addendum the Participating Entity does not guarantee any usage or spend by any State of Oregon agency or ORCPP member.

4. Goods and Services

Pursuant to ORS 282.080 and ORS 283.140, for State Agencies all Mailroom Equipment, Supplies, and Services are subject to approval by the State Printer.

Contractor shall provide the Neopost Equipment, Supplies, and Services as follows:

- The Goods and Services and the applicable fees and pricing (as offered through Neopost's established equipment catalogue and price list) that are permitted to be purchased, rented, leased, or otherwise procured under this Participating Addendum are attached to this Participating Addendum as Exhibits 4 and 5 respectively. All Goods and Services offered by Neopost must meet the USPS® standards and specifications if applicable.
- To meet the mailing needs of the customer per the extent of its award, the applicable product range will include mailroom-related software license and subscriptions for ORCPP Members Only, ultra-low volume equipment and all other mail room equipment (including mailing production environment equipment and accessories for ORCPP Members Only).

In the event Contractor leases any Goods listed in Exhibit 4, State Agencies are prohibited from entering into any Capital Lease under this Participating Addendum. Nothing in this Participating Addendum, however, prevents ORCPP Members from entering into a Capital Lease for any of the Goods listed in Exhibit 4. To the extent offered by Neopost, all Purchasing Entities may enter into an Operating Lease for any of the Goods listed in Exhibit 4.

In the event Contractor licenses any Software or Software Services in Exhibit 4, Contractor shall not license or otherwise transfer any such Software or Software Services that may be listed in Exhibit 4 to any State Agency under this Participating Addendum unless such State Agency provides Contractor with written approval from the Contract Administrator (identified in Section 6 below of this Participating Addendum) or, if applicable, the State Publisher for such Software or Software Services. Nothing in this Participating Addendum, however prevents ORCPP Members from licensing or otherwise procuring the Software or Software Services offered by Contractor as may be listed in Exhibit 4.

Contractor shall also include 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. (See attached Product Category List in Exhibit 4)

The categories and any limitations of Goods and Services available under this Participating Addendum are as follows:

4.1 Printers – The only printers allowed for purchase through this Oregon Agreement 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.

4.2 Computers - The only computers allowed for purchase through this Oregon Agreement are those computers dedicated to mailroom equipment and operations.

4.3 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 agreeable with the mailroom equipment with which they are compatible.

4.4 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 Contract Administrator for a decision. The Contract Administrator's decision is the final determination as to whether an item is included in the Scope of any Master Agreement. (Other existing agreements may apply).

4.5 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 Purchasing Entity to utilize this program.

Details of Contractor's Trade In/Buy Back program will be provided upon request by the Purchasing Entity.

4.6 Maintenance Services. Maintenance services for the equipment purchased, rented, leased, or otherwise procured from Contractor under this Participating Addendum.

5. Order of Precedence:

In the event of a conflict between the terms and conditions of this Participating Addendum and the Master Agreement, the following order of precedence applies:

- (a) This Participating Addendum, less its exhibits;
- (b) Exhibit No. 1 of the Participating Addendum (State of Oregon Specific Terms and Conditions);
- (c) Schedule 6-A (Product and Service Specific Terms) to Exhibit No. 6 of the Participating Addendum (Neopost Government Product Lease Agreement; Postage Meter Rental Agreement, NeoFunds/Total Funds Account Agreement; Maintenance Agreement);
- (d) Exhibit No. 2 of the Participating Addendum (Insurance);
- (e) Exhibit No. 3 of the Participating Addendum (Tax Certification);
- (f) The Master Agreement, including all attachments;
- (g) Any Shipping Label, Purchase Order, or any other documentation pursuant to which a Purchasing Entity purchases Contractor's Services or Goods;
- (h) Exhibit No. 4 of the Participating Addendum (List of Available Neopost Product & Service Categories);
- (i) Exhibit No. 5 of the Participating Addendum (Price List for Available Neopost Product & Service Categories);
- (j) Exhibit No. 6 of the Participating Addendum (Neopost Government Product Lease Agreement; Postage Meter Rental Agreement, NeoFunds/Total Funds Account Agreement; Maintenance Agreement);
- (k) Exhibit No. 7 of the Participating Addendum (Neopost USA Inc. Maintenance Program NASPO – Terms); and
- (l) Exhibit 8 of the Participating Addendum (Volume Sales Report Template)

6. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Larry Waters
Address:	478 Wheelers Farms Road, Milford CT 06461
Telephone:	(281) 216-4596
Fax:	
Email:	l.waters@Neopost.com

Participating Entity

Name:	Pam Johnson, Contract Administrator
Address:	1225 Ferry St SE, Salem, Oregon 97301
Telephone:	(503) 378-4731
Fax:	(503) 373-1626
Email:	Pam.johnson@oregon.gov

7. Participating State Modifications or Additions to the Master Agreement:

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

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

☒ The changes modifying or supplementing the Master Agreement terms and conditions are set forth in Exhibit Nos. 1-8 to this Participating Addendum.

8. Orders and Contracts

Any order placed by a Purchasing Entity for Goods or Services, or both, pursuant to this Participating Addendum shall be deemed to be a sale under and governed by the terms and conditions of the Oregon Agreement (as such term is defined in Section 1 of Exhibit 1 to this Participating Addendum), including, without limitation the Master Agreement.

9. Tax Compliance:

Contractor has complied with the tax laws of this State and the applicable tax laws of any political subdivision of this State. Contractor shall, throughout the duration of this Participating Addendum and any extensions, comply with all tax laws of this State and all applicable tax laws of any political subdivision of this State. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or

to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to Goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any violation of this Section 9 constitutes a material breach of this Participating Addendum and any Contract issued under this Participating Addendum. Further, any violation of Contractor's warranty set forth in Exhibit No. 3 also shall constitute a material breach of this Participating Addendum and any Contract issued under this Participating Addendum. Any violation shall entitle DAS PS or Authorized Purchaser to terminate this Participating Addendum or the applicable Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Participating Addendum or the applicable Contract, and to pursue any or all of the remedies available under this Participating Addendum, a Contract, at law, or in equity, including but not limited to:

- Termination of this Addendum or the applicable Contract, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Authorized Purchaser's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DAS PS or Authorized Purchaser may recover any and all damages suffered as the result of Contractor's breach of this Addendum or the applicable Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods or Services or both.

These remedies are cumulative to the extent the remedies are not inconsistent, and DAS PS or Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

This Addendum will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Addendum or any Contract or (ii) exercising a right of setoff against Contractor's compensation under this Addendum or any Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

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

Participating Entity: **STATE OF OREGON**

Contractor: **NEOPOST USA INC.**

Signature: 

Signature: 

Name: Pamela S. Johnson

Name: Kevin O'Connor

Title: SPT

Title: VP Marketing

Date: 1/2/18

Date: 12/21/2017

Approved for Legal Sufficiency Pursuant to ORS 291.047

Per Email Dated 12/11/17

Date

12/11/17

Karen J. Johnson
Senior Assistant Attorney General
Oregon Department of Justice
DOJ Matter No. GF0988-16

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 databases.