

PARTICIPATING ADDENDUM



MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

Led by the State of **Arizona**

Master Agreement #: ADSP016-169901

Contractor: **NEOPOST**

Participating Entity: **STATE OF MICHIGAN**

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

- *The following products and accessories listed on the Contractor page of the NASPO ValuePoint website.*
 - Postage Meter Rental*
 - Mailing Systems-Ultra Low, Low, Medium, High, Production Volume*
 - Integrated Postal Scales*
 - Letter Openers-Low, High Volume*
 - Letter Folders-Low, High Volume*
 - Folder-Inserters-Low, Medium, High, Production Volume*
 - Envelope Addressing System-Low, Medium, High, Production Volume*
 - Tabbers-Low, Medium, High Volume*
 - Software License & Subscription*
- *The following products and accessories listed were removed from the Contractor page of the NASPO ValuePoint website.*
 - Extractors*
 - Mail Furniture*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Mailroom Equipment, Supplies & Maintenance* led by the State of **Arizona** for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official or authorized designee.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Michigan per extended purchasing by MiDEAL members who are authorized by the State to purchase goods or services pursuant to this Master Agreement and this Addendum. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official or authorized designee.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name:	David Nagel
Address:	Neopost USA, Inc. 478 Wheelers Farms Rd. Milford, CT 06461
Telephone:	(573) 489-8860
Fax:	(203) 301-2600
Email:	D.Nagel@Neopost.com

Participating Entity

Name:	Joy Nakfoor
Address:	525 W. Allegan St, Lansing, MI 48933
Telephone:	517-284-7042
Fax:	517-335-0046
Email:	nakfoorj@michigan.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

Participating Entity must check one of the boxes below.

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

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

The State of Michigan terms and conditions are hereby incorporated into this agreement. Where the terms and conditions of the State of Michigan and those of Master Price Agreement ADSPO16-169901 conflict, the State of Michigan terms and conditions shall apply. For further clarification, the State of Michigan will not indemnify Neopost or any third parties for any current or future claims or issues, whether currently known or unknown.

4a. Contract Modification. This Contract may not be amended, including the addition of Software terms, except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically

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states its intent to do so and cites the section or sections amended. Software terms, including licensing, are only binding upon the State if the Software terms have been reviewed and negotiated as necessary by the State and are subject to this Contract Modification process. NO TERMS ON CONTRACTORS INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS. For the avoidance of doubt, Contract Change Orders are not required when an MiDeal member agrees to Software terms.

5. Lease Agreements: Equipment Lease and Rental Agreements are authorized in accordance with the terms of Master Price Agreement ADSP016-169901.

The additional terms and conditions contained in Michigan Schedule A – Standard Contract Terms, attached, are hereby incorporated by reference. In the event of a conflict between the terms contained within the Michigan Schedule A – Standard Contract and Master Price Agreement ("Price Agreement"), Michigan Schedule A – Standard Contract shall control. The parties agree that this provision of the Participating Addendum supersedes the Standard Contract Terms and Conditions set forth in the Price Agreement. In the event that any provision of this Participating Addendum or Price Agreement is contrary to Michigan law, such provision shall be null and void. This Agreement shall be governed by Michigan law.

Except in the case of non-appropriation or negative appropriation, the termination or expiration of this Agreement shall in no way relieve either party from its obligations accrued hereunder prior to such termination or expiration or affect the limitation of liability including, but not limited to, any obligations pursuant to any Product Leases or Postage Meter Rental Agreements that were entered prior to the date of any such termination or expiration.

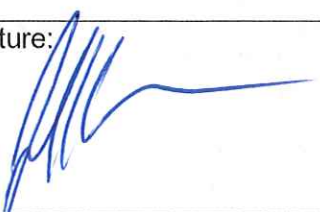

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Michigan, as shown on the dedicated Contractor (cooperative contract) website (and Schedule C – Neopost Michigan Authorized Dealers), are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the

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parties to the order agree in writing that another contract or agreement applies to such order.

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the following (1) Mandatory Language "PO is subject to NASPO Contract #ADSP016-169901" (2) Your Name, Address, Contact, Phone Number and Participating State contract number: 171180000000009.

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

Participating Entity: State of Michigan	Contractor: Neopost USA Inc.
Signature: 	Signature: 
Name: Jeff Brownlee	Name: Kevin O'Connor
Title: Director - Enterprise Sourcing, Central Procurement	Title: VP Marketing
Date: 10/4/17	Date: 9/18/2017

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

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

***[Please email fully executed PDF copy of this
document to***

PA@naspovaluepoint.org

***to support documentation of participation and posting
in appropriate data bases.]***