

DMT SOLUTIONS GLOBAL CORPORATION
D/B/A BlueCrest
37 Executive Drive
Danbury, CT 06810

June 10, 2019

VIA E-MAIL

Ms. Lisa Hubbard
State of South Dakota
PMB 01231 Bureau of Administration
Office of Procurement Management
523 E. Capitol Avenue
Pierre, SD 57501-3128
Lisa.hubbard@state.sd.us

Re: Establishment of a Duplicate Agreement between South Dakota and DMT Solutions Global Corporation, d/b/a BlueCrest regarding Participating Addendum no. 17127, between Pitney Bowes Inc. and the State of South Dakota dated October 31, 2017 (the "Existing Agreement")

Dear Ms. Hubbard:

As you are aware, pursuant to an Asset Purchase Agreement entered into between Pitney Bowes Inc. ("Pitney Bowes") and DMT Solutions Global Corporation, d/b/a BlueCrest ("BlueCrest"), an affiliate of Platinum Equity, LLC, BlueCrest has recently completed the acquisition of the entire Document Messaging Technologies production mail business and supporting software (the "Business") from Pitney Bowes. For ease of reference, this letter refers to the State of South Dakota as "you" or the Participating State".

Pitney Bowes has requested, and the Lead State has agreed to, a partial assignment of the NASPO ValuePoint Master Contract No. ADSPO16-169897 (the "Master Agreement") to BlueCrest for the products and services related to the Business offered under the Master Agreement ("the Business Products"). The list of Business Products is attached hereto as Exhibit A. BlueCrest has been issued a separate NASPO ValuePoint contract, Contract No. CTR044595 (the "BlueCrest Master"), which is effective June 21, 2019. We have attached a copy of the partial assignment for your convenience.

As previously discussed and to facilitate the ongoing business relationship following the separation of the Business and the partial assignment of the Master Agreement, by this letter agreement (this "Letter Agreement"), Pitney Bowes and BlueCrest seek your consent to establish the terms and conditions of a separate business relationship between BlueCrest and the Participating State with respect to the Business Products. The terms of such relationship will be identical to the terms of the business relationship that exists between Pitney Bowes and you pursuant to the Existing Agreement.

Therefore, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Separate Agreement Between the Participating State and BlueCrest. You agree that, effective upon the date hereof, BlueCrest shall be deemed to have entered into a separate agreement with you on the same terms and conditions, *mutatis mutandis*, as the Existing Agreement (such agreement, the “Duplicate Agreement”), which terms and conditions of the Duplicate Agreement shall be applicable to the Business Products, whether purchased pursuant to an existing, but unfulfilled order, or through a new purchase after the date hereof, and fully and legally binding upon both BlueCrest and you. BlueCrest hereby agrees that, pursuant to the terms of the Duplicate Agreement, it shall perform all actions and obligations that Pitney Bowes is obligated to perform under the terms of the Existing Agreement with respect to the Business Products, *mutatis mutandis*. The Duplicate Agreement shall be deemed to be an agreement wholly separate from the Existing Agreement, and the respective rights and obligations of you and BlueCrest under the Duplicate Agreement shall be separate from the respective rights and obligations of you and Pitney Bowes under the Existing Agreement, which, for the avoidance of doubt, shall be amended to remove the Business Products from its terms. Neither Pitney Bowes nor its affiliates shall be bound by, nor responsible for, any breach by BlueCrest or any of its affiliates of any provision of the Duplicate Agreement and neither BlueCrest nor its affiliates shall be bound by, nor responsible for any breach by Pitney Bowes or any of its affiliates of any provision of the Existing Agreement (other than with respect to Business Products). Notwithstanding the foregoing, nothing contained in this Section 1 shall modify the terms of that certain Asset Purchase Agreement, dated April 27, 2018, between Pitney Bowes and BlueCrest.

2. Notices. All notices and other communications pursuant to the Duplicate Agreement shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:
 - (a) if to BlueCrest, to:

DMT Solutions Global Corporation, d/b/a BlueCrest
37 Executive Drive
Danbury, CT 06810
Attention: Susan Gabrielsen, Vice President North America Sales
Christopher Smith, General Counsel
E-mail: Susan.Gabrielsen@bluecrestinc.com
Chistopher.Smith@bluecrestinc.com

(b) if to the Participating State, to:

Ms. Lisa Hubbard
State of South Dakota
PMB 01231 Bureau of Administration
Office of Procurement Management
523 E. Capitol Avenue
Pierre, SD 57501-3128
Lisa.hubbard@state.sd.us

3. Governing Law. This Letter Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Dakota, without regard to its conflict of law principles. The Existing Agreement and Duplicate Agreement will be governed by the law as set forth therein.

[Signature Page Follows]

Please indicate your agreement and acceptance to the foregoing by countersigning and returning a copy of this Letter Agreement. Your prompt attention is appreciated.

Sincerely,

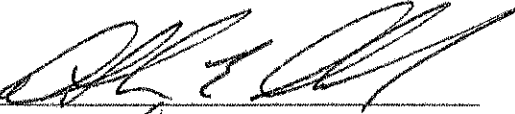
**DMT SOLUTIONS GLOBAL
CORPORATION, D/B/A BLUECREST**

By: 

Name: Grant Miller

Title: President

PITNEY BOWES INC.

By: 

Name: Arthur S. Adams, Jr.

Title: Dir. Government Contract
Compliance

**AGREED AND ACCEPTED, AS OF
THE DATE FIRST ABOVE WRITTEN:**

STATE OF SOUTH DAKOTA

By: 


Name: Steven L Berg

Title: Procurement Director

EXHIBIT A

Business Products

See attached –BlueCrest Price Book – rev 42619

STATE OF ARIZONA 	CONSENT TO ASSIGNMENT Contract No. ADSP016-169897	STATE OF ARIZONA State Procurement Office Department of Administration 100 N. 15th Avenue #201 Phoenix, Arizona 85007
---	---	---

Pitney Bowes Inc. hereinafter referred to as the "ASSIGNOR," hereby represents and warrants that the ASSIGNOR desires to assign a portion of Contract No. ADSP016-169897 for **Mulling Equipment, Supplies and Maintenance**, hereinafter the "CONTRACT" to DMT Solutions Global Corporation, doing business as Bluetrest, hereinafter referred to as the "ASSIGNEE". The products and services being assigned to ASSIGNOR are identified in Exhibit A attached hereto and made a part hereof.

ASSIGNOR warrants and represents ASSIGNOR has full right and authority to partially transfer the CONTRACT and the contract rights upon execution of this document.

THEREFORE, essential to the STATE consenting to the assignment of the CONTRACT from ASSIGNOR to ASSIGNEE, ASSIGNOR and ASSIGNEE represent, warrant, and agree with the STATE in the following statements:

1. ASSIGNEE represents and warrants that:
 - (a) it has read and understands the terms and conditions of the CONTRACT;
 - (b) it has thorough knowledge of all work performed by ASSIGNOR under the assigned portion of the CONTRACT, and
 - (c) the assigned portion of the CONTRACT can and shall be performed in a timely and satisfactory manner for the remaining Term of the CONTRACT.
2. ASSIGNOR warrants and represents that the CONTRACT is in full force and effect and is fully assignable.
3. ASSIGNOR and ASSIGNEE hereby acknowledge and agree with the STATE that upon the date of signatures that neither ASSIGNOR nor ASSIGNEE have basis for filing any claim against the STATE in connection with the CONTRACT, and that no event has occurred which itself constitutes or would in the future constitute a default under the terms of the CONTRACT.
4. ASSIGNEE understands and agrees that it shall assume and be responsible for all obligations of ASSIGNOR pertaining to the products and services identified in Exhibit A under the CONTRACT, including but not limited to those pertaining to the quality and workmanship of all work performed by ASSIGNOR, and shall fully warrant such work in accordance with the requirements of the CONTRACT.
5. ASSIGNOR hereby releases and discharges the STATE from any and all claims and liabilities relating to or arising out of the assigned portion of the CONTRACT on or before the effective date of this Assignment. Further, ASSIGNOR understands and agrees that this consent shall not relieve ASSIGNOR of any of the obligations to be observed and performed by ASSIGNOR under the CONTRACT and that this consent shall not be construed as a waiver or limitation of any right the STATE has or may have against ASSIGNOR, and all rights of the STATE under the CONTRACT and/or under the law are expressly reserved.

As witnessed below the ASSIGNOR and ASSIGNEE have executed this Agreement.

ASSIGNOR: Pitney Bowes Inc.

TIN: 06-0495050

Taxpayer Identification Number as it appears on IRS Form 990

By: 

Authorized Representative Signature

5/30/2019
Date

Arthur E. Adams, Jr. Director, Government Contract Compliance
Printed Name Title

ASSIGNEE: DMT Solutions Global Corporation

TIN: 82-5520529

Taxpayer Identification Number as it appears on IRS Form 990

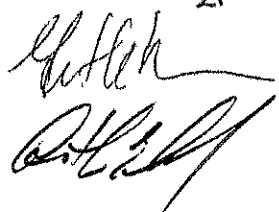
By: 

Authorized Representative Signature

5/30/19
Date

GRANT MILLER Pres + CEO
Printed Name Title

Contract No. ADSP016-169897, solely as it relates to the products and services listed on Exhibit A, is without modification and remains on the terms contained and shall hereinafter be assigned Contract No. CTR044595. The STATE hereby consents to this Assignment, effective as of this 15th day of June, 2019.



THE STATE OF ARIZONA
DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE

By: R Advani

Rocky Advani

Date June 7, 2019

Procurement Manager