

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

July 25, 2019

VIA E-MAIL

James L. Reese, II
Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:
OMES-IS Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Re: Establishment of a Duplicate Agreement between the State of Oklahoma and DMT Solutions Global Corporation, d/b/a BlueCrest regarding Participating Addendum no. SW1008P, between Pitney Bowes Inc. and the State of Oklahoma dated April 1, 2018 (the “Existing Agreement”)

Dear Mr. Reese:

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 Oklahoma 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

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(b) if to the Participating State, to:

James L. Reese, II
Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:
OMES-IS Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

3. Governing Law. This Letter Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma, 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: Susan Gabrielsen

Name: Susan Gabrielsen

Title: Vice President North America Sales

PITNEY BOWES INC.

By: Arthur E. Adams Jr.

Name: Arthur E. Adams Jr.

Title: Director, Government Contract Compliance

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

STATE OF OKLAHOMA

By: James L. Reese II

Name: James L. Reese II

Title: Chief Information Officer

EXHIBIT A

Business Products

See attached –BlueCrest Price Book – rev 42619