



State of South Carolina

Participating Addendum Amendment 1A

Contract Number: 5000012613
Procurement Officer: Michael Dalton
Phone: 803-737-4994
E-Mail Address: mdalton@mimo.sc.gov
Address: 1201 Main Street
Suite 600
Columbia, SC 29201

DESCRIPTION: NASPO ValuePoint Cooperative Purchasing Program

USING GOVERNMENTAL UNIT: Governmentwide

CONTRACTOR'S NAME AND ADDRESS: Pitney Bowes Inc.
3001 Summer Street
Stamford, CT 06926

TYPE OF CHANGE:

- ☐ Change to Contract Scope of Work
- ☐ Change to Contract Pricing Pursuant to Existing Contract Clause.
Clause Name _____, Clause No. _____
- ☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- ☒ Other Change

IMPORTANT NOTICE:

X Contractor is required to sign this document and return one (1) copy to the procurement officer named above by the following date: March 24, 2017.

Section CC of the Participating Addendum between Pitney Bowes Inc. and the State of South Carolina which includes the above referenced Contract Number, is hereby amended by deleting Section CC in its entirety and replacing it with the following:

Lease Agreements: Any/all leasing or financing will be handled through the Master Equipment Lease Agreement dated as of February 8, 2017 between Presidio Technology Capital, LLC and the Information Technology Management Office, an agency of the State of South Carolina. Contract information can be found at <https://procurement.sc.gov>.

Presidio Technology Capital, LLC ("Master Lessor") and the Information Technology Management Office, an agency of the State of South Carolina ("Master Lessee") have entered into a Master Equipment Lease Agreement dated as of February 8, 2017 (the "Master Lease") under which lessees will from time to time lease equipment (the "Equipment") sold by Contractor to Using Government Unit under the above referenced Contract Number or a succeeding contract for the same or similar goods and/or services (the "Purchase Agreement") from Master Lessor, its successors or assigns, under a lease schedule incorporating the terms of the Master Lease (a "Lease"). The Using Government Unit to whom Equipment is to be delivered under the Purchase Agreement is herein called the "Lessee." Postage meters may not be leased or sold to Using Government Unit and may only be rented pursuant to the terms of a Purchase Agreement. Maintenance shall be provided pursuant to a maintenance agreement.

For purposes of removing doubt as to the intention of the parties and to clearly delineate certain rights with respect to the Purchase Agreement, the following is added to the Purchase Agreement, superseding any contrary language therein:

1. It is the express intention of all parties that the Equipment, with the exception of postage meters, maintenance and software, shall be sold to and owned by the Lessee and that each Lease constitute a financing and not a true lease for legal, tax and other purposes.
2. Contractor will send the invoice for purchase of Equipment to the Lessee, showing the Lessee as the purchaser. The Lessee will forward the invoice to Master Lessor within three (3) business days of receipt, for payment by Master Lessor to Contractor within 30 days. Master Lessor will issue purchase orders to Contractor on behalf of the Lessee. Nothing in such purchase order or any other documentation executed in connection with the Master Lease or any Lease obligates Master Lessor to you or relieves the Lessee of its obligations, if any, under any Purchase Agreement. You will look solely to the Lessee for any and all performance under the Purchase Agreement.
3. Master Lessor has agreed with Lessee to make payments for certain items of Equipment upon their acceptance by the applicable Lessee, but such agreement is solely for the benefit of Master Lessee and the Lessees and neither you nor any other person is an intended beneficiary, provided, that if the Acceptance Certificate has not been executed and delivered within thirty (30) calendar days after delivery of the Equipment, the Lessee shall be deemed to have rejected the Equipment and Lessor shall have no further obligations with respect to such Equipment.
4. Master Lessee, and each Lessee by accepting Equipment and authorizing Master Lessor to make payment as required under the Purchase Agreement, assigns its rights, but not its obligations under the Purchase Agreement to Master Lessor, effective only upon Master Lessor's acquiring ownership of the Equipment either following an Event of Default or upon voluntary transfer of ownership by Lessee at the end of the Lease Term.
5. Master Lessor's rights hereunder and under the Master Lease may be assigned to a bank, financial institution, or other person qualified to be Lessor under the Master Lease. You may rely on any notice from Master Lessor as to the identity of such Lessor. Master Lessor may only assign its rights under the Master Lease after remittance of all payment(s) due to the Contractor under the Purchase Agreement respective of the Equipment to which such rights are associated.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS AMENDMENT ON BEHALF OF CONTRACTOR:

By: _____

(authorized signature)

Arthur E. Adams Jr.

(printed name of person signing above)

Its: _____

Director, Government Contract Compliance

(title of person signing above)

Date: _____

3/22/2017

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS AMENDMENT ON BEHALF OF USING GOVERNMENTAL UNIT:

By: _____

(authorized signature)

MICHAEL DALTON

(printed name of person signing above)

Its: _____

PROCUREMENT OFFICER

(title of person signing above)

Date: _____

3/23/2017

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")

MASTER PRICE AGREEMENT

Pitney Bowes Inc
ADSP011-00000411-7
(hereinafter "Contractor")

And

STATE OF SOUTH CAROLINA, INFORMATION TECHNOLOGY MANAGEMENT OFFICE (ITMO),
a unit of South Carolina Budget and Control Board's
Division of the Procurement Services
(hereinafter "Participating State")

1. Scope: This addendum covers the WSCA/NAPSO Mail Room Equipment, Services and Support contract lead by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts. Pitney Bowes, Inc. is authorized under this WSCA agreement to sell the following:

This Addendum is between ("Contractor") and all participating South Carolina public procurement units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

2. Participation: Use of specific WSCA/NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State/Contractor Modifications or Additions to Master Price Agreement:

Changes:

Unless otherwise stated, terms used herein shall have the definitions assigned by Master Price Agreement ADSP011-00000411-7. NOTE: Any and all references of Arizona (AZ) are to be changed to read South Carolina (SC).

A. Definitions:

"ITMO" means the Information Technology Management Office established by South Carolina Code Section 11-35-820, as amended.

"SC Participant(s)" means all participating South Carolina public procurement units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

B. This Addendum is a "Participating Addendum" as defined in the Master Price Agreement, forms a part of the Master Price Agreement, and supersedes the Master Price Agreement to the extent of any inconsistency. The terms and conditions of this Addendum apply only to the relationship between SC Participants and Contractor.

C. Pursuant to Section 11-35-4810, South Carolina public procurement units, both state and local (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) are authorized to participate in cooperative purchasing.

D. Pursuant to Section 11-35-510 of the South Carolina Code of Laws, ITMO is authorized to act as the statutory procurement agent for every state governmental body (as defined by S.C. Code Ann. § 11-35-310(18), as amended). Consistent with its statutory authority, ITMO is acting solely in a representative capacity and on behalf of such state governmental bodies.

E. Participation by local public procurement units (as defined by S.C. Code Ann. § 11-35-4610(3), as amended) in the Master Price Agreement is optional. By submitting an order and receiving delivery of an item pursuant to the Master Price Agreement, a local public procurement unit manifests its intent to be and is bound by the Master Price Agreement, including this addendum, unless the local public procurement unit has entered into a separate Participating Addendum.

F. Each SC Participant's obligations and liabilities are independent of any other SC Participant's obligations and liabilities. SC Participants are not obligated for any order submitted by another SC Participant and do not incur any liability with regard to any other SC Participant. ITMO is acting solely on behalf of SC governmental bodies and bears no liability for any damages that any party may incur with regard to the Master Price Agreement.

G. South Carolina Prompt Payment Statute: The obligations of any SC Participant are governed by Section 11-35-45 of the South Carolina Code of Laws, if the participant is a "governmental body," as that term is defined in Section 11-35-310(18).

H. Vendor agrees to distribute its products to South Carolina governmental bodies through vendors registered with the South Carolina Secretary of State as an authorized South Carolina vendor.

I. This Addendum, any order against the Master Price Agreement, and any dispute, claim, or controversy relating to the either shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. Any claim by Contractor against any SC Participant shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that no act by a SC Participant shall constitute waiver of either the SC Participant's sovereign immunity or the SC Participant's immunity under the Eleventh Amendment of the United State's Constitution.

J. Tax Exempt: In order to exempt the State from the obligation to withhold taxes from payments due, Contractor shall, upon request by the State, register as required by South

Carolina Code Section 12-8-550, as amended, and submit the appropriate form (Nonresident Taxpayer Registration Affidavit – Income Tax Withholding) in accordance with its instructions.

K. Return Goods: Contractors will provide the State a Return Material Authorization (RMA) Number for returned equipment which includes, but is not limited to, software and its associated documentation. The contractor will provide instructions to the State for the proper implementation of the RMA.

L. Products and Services **NOT** Provided by this Participating Addendum: Authorized purchasers may purchase, and contractors may supply, "Services" only as defined herein. For the purposes of this agreement, "Services" includes only those Services directly related to the installation and configuration of the equipment and **operating** software i.e. Microsoft, Windows, etc., to allow the equipment to function in accordance with the manufacturer's specifications and those services related to maintenance of the equipment either to fulfill the Contractor's warranty or any services related to the routine maintenance of the equipment or service. "Services" **do not include** Professional Services for custom application design, or development, or other professional consulting services unrelated to the installation and/or configuration of equipment and/or software authorized under the Addendum. The following software items have been authorized to be purchased under this contract by agreeing to the South Carolina End User License Agreement for Commercial Off-The Shelf Software.

All Send Suite Software Products

Ascent Mail Center Management Software

Package Manager Multi-Carrier Package Management Software

For a complete lists all software product included reference Exhibit B of the SC Standard Amendment to EULA for Comercial off the shelf software.

Other items excluded from being purchased from this contract are as follows:

Application Software (The State of South Carolina has a separate contract for Application Software.)

Consulting Services,

Design Services,

IT Temporary Professional Services, (The State of SC has a separate State Term Contract)

Middleware (The State of SC has a separate State Term Contract)

Printers (The State of SC has a separate State Term Contract)

Furniture

M. Item Substitution: No Substitutes will be allowed on Purchase Orders received from South Carolina procurement units without written permission from the issuing procurement unit.

N. Reports: All contract holders will be required to process monthly usage reports. The monthly reports shall be submitted by the 15th fifteenth day of the month for the previous month's actual sales. If "No Sales" are achieved for a specific month, then "zero" 0 must be reported for that specific month.

The report will capture the following information: Month Reporting on, Contractor Name Reporting, Contract Number, Agency, PO Num/Invoice Num, PO Date/Inv Date, Reseller, Manufacturer, Major End-Item Description, Model No, Serial No, Part Number, Part Description, Qty, Unit Price, Total Completed PO/Invoice, and Admin Fee, are required to meet the needs of the State's reporting requirements. The "Reporting Template Guide" and the "Reporting Template" is being provided for your reference under Attachment A. The State will

work with each contract holder to ensure they understand how to process reports. The Primary Point of contact for reporting purposes is Jay Lopez, 803-737-0283, jlopez@itmo.sc.gov.

Periodic failure to provide this report by the 15th of every month may result in taking the contract link down from the website and/or termination of the contract. Consistent failure to meet this requirement will result in termination of the contract.

O. Contract History: The State of South Carolina has an auditing requirement for the retention of contract history. The retention for the contract history is three (3) years after the expiration date of the contract. Upon prior written request, the Contractor will make available to the State those records directly associated with Contractor's performance under the Addendum.

P. Records Retention & Right to Audit: The state shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The state may conduct, or have conducted, performance audits of the contractor. The state may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the state. Pertaining to all audits, contractor shall make available to the state access to its computer files containing the history of contract performance and all other documents related to the audit. Access to records shall be limited to records related to orders placed by South Carolina Participants under this Participating Addendum. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the state.

Q. Administrative Fee: The Information Technology Management Office (ITMO) issues and maintains State term contracts for the benefit of governmental entities within the State of South Carolina. In order to maintain and enhance the quality and quantity of its State term contracts an administrative fee of three-quarters (.75%) of the total actual sales will be assessed of each contractor. Total actual sales will be equal to gross sales less return goods and taxes as stated on the invoice. The Contractor's WSCA pricing to the Participating Entity may be adjusted to offset for the equivalent fee amount.

Whether mail equipment is purchased directly from Pitney Bowes or leased through the South Carolina Leasing Hardware State Term Contract under option CC., Pitney Bowes will be responsible for submitting the administrative fee of .75 % for providing maintenance, service, and/or meter rental services for either option. The Administrative Fee will be remitted monthly in the form of a check to:

The Information Technology Management Office
Attn: Jay Lopez, Reports Manager
1201 Main Street, Suite 600
Columbia, SC 29201

Each remittance will include the period covered and the contract number. The monthly administrative fee shall be submitted by the last business day of the month for the previous month's actual sales.

R. Contract Period: The Contract Period for South Carolina is good until October 12, 2013 and may be renewed for an additional three one-year renewals. The maximum contract period for the WSCA contract runs from 05/01/2012 through 10/12/2016.

S. Change in Contractor Representatives: The Contractor will email the South Carolina point of contact within seven (7) days of any change of contract contacts and contact information.

T. Purchasing Card: South Carolina has entered into an agreement for a Visa Card to provide the State with purchasing card services. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. Purchasing cards are issued to select employees authorized to purchase for the agency. Cardholders can make purchases directly from any vendor that accepts the purchasing card. State Agencies may request authorization from the Materials Management Officer, Mr. Voight Shealy, to use the purchasing card to pay for the purchase of goods and services from these state term contracts otherwise the purchasing card can only be used for goods approved by the State and the maximum purchase per transaction is \$2,500.

U. Indemnification – Third Party Claims (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnatee, and whether or not such claims are made by a third party or an Indemnatee; however, if an Indemnatee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

V. Protection of Human Health & the Environment: The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

W. TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the

resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

X. Insolvency: This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

Y. Manual Orders: For those procurement units that do not have or do not use electronic ordering, the contractor agrees to input/key orders received via mail or fax into their order processing system.

Z. TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

AA. Income Tax Credit for State Contractors Having Subcontracts with MINORITY Firms: TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008) Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

BB. Acceptance of Offerors 10% Below Price (JAN 2006): If the state is offered the exact same item on the exact same terms and conditions as those provided under this contract by a vendor other than the contractor (the "alternate vendor") for a price that is at least ten percent less than the contract price, the state may purchase those items from the alternate vendor if the contractor does not agree to meet the offered price. Any acquisition pursuant to this clause must be documented by the Procurement Officer in sufficient detail to satisfy the requirements of an external audit. [07-7B010-1]

CC. Lease Agreements: Any/all leasing will be handled through the South Carolina Leasing Hardware State Term Contract. Contract information can be found at: [http://procurement.sc.gov/webfiles/IT CONTR/Hardware Leasing.pdf](http://procurement.sc.gov/webfiles/IT%20CONTR/Hardware%20Leasing.pdf).

The primary contact for this contract is:

Debbie Lemmon
Information Technology Management Office
1201 Main Street, Suite 601
Columbia, South Carolina 29201
Phone: (803) 896- 5236
Fax: (803) 737-0102
E-mail: dlemmon@itmo.sc.gov

DD. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name	Terri Johnson, Strategic Contracts Team Lead
Address	Arizona DOA-SPO, 100 N. 15 th Ave, Suite 201, Phoenix, AZ 85007
Telephone	602-542-9125
Fax	602-542-5508
E-mail	terri.johnson@azdoa.gov

Contractor

Name	Arthur E. Adams, Jr., Director State and Local Contracts
Address	1 Elmcroft Rd, Stamford, CT 06926
Telephone	203-351-7866
Fax	203-460-3827
E-mail	art.adams@pb.com

Participating Entity

Name	John Walker, Procurement Manager
Address	Information Technology Management Office, 1201 Main St., Suite 601, Columbia, SC 29201
Telephone	803-896-0670
Fax	803-737-0102
E-mail	jwalker@mimo.sc.gov

EE. Subcontractors: There will be no subcontractors authorized under this contract. All sales and services will be provided directly from Pitney Bowes.

FF. Purchase Order Instructions: Orders will need to be made out to either (a) Pitney Bowes Inc. or (b) leasing company as set forth in the leasing terms and conditions as set out in the Leasing Manager Statewide Term contract. All orders should contain the following (1) Mandatory Language "PO is subject to WSCA/NASPO Contract # ADSP011-00000411-7 " (2) Your Name, Address , Contact , & Phone-Number.

Orders can be made out to Pitney Bowes Inc.

GG. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 5000012613, and the Lead State price agreement number ADSP011-00000411-7.

HH. Individual Customer: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

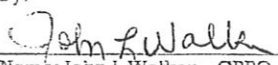
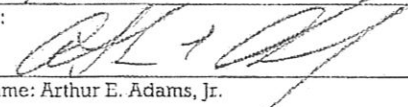
II. Evaluation Equipment: Vendor, by mutual agreement with the Participating Entity, wishes to allow the use of equipment for the purposes of evaluation prior to purchase. Purchases of the equipment shall comply with the terms of the Master Purchase Agreement and participating addendum.

JJ. Piggy Back Agreement - For reference - The State of South Carolina has attached the "South Carolina Standard Amendment to End User License Agreements for Commercial Off - The Self Software. This documents shall is to be placed on top of any End User License Agreement offered to an agency under this contract. The WSCA Participation Addendum and this Piggyback Agreement are to be provided to any agency wishing to purchase items offer by Pitney Bowes under this contract before anyone at a agency signs any End User License Agreement.

KK. All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum as provided by the Contractor

This Participating Addendum and the Master Price Agreement number ADSP011-00000411-7 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: State of South Carolina	Contractor: Pitney Bowes Inc.
By: 	By: 
Name: John L. Walker, CPPO, CPPB	Name: Arthur E. Adams, Jr.
Title: Procurement Manager	Title: Director State and Local Contracts
Date: 5/2/2012	Date: 5/2/2012

**SOUTH CAROLINA STANDARD AMENDMENT
TO
END USER LICENSE AGREEMENTS
FOR
COMMERCIAL OFF-THE-SHELF SOFTWARE**

This Agreement is made the 23_____ day of April , existing under the laws of [Delaware], and having its principal office at [1 Elmcroft Road, Stamford, CT] (referred to as "Licensor") and Licensees (as defined herein). Licensor and Licensees may also be referred to in this Agreement collectively as the "Parties."

Recitals

ITMO is the central purchasing office for South Carolina state government responsible for the acquisition of information technology. On behalf of Licensees, ITMO intends to establish an agreement with Licensor in order to facilitate the acquisition by certain South Carolina state and local governmental units of licenses regarding Licensor's products. Licensor seeks to facilitate such acquisitions by establishing the terms and conditions of its relationship with the Licensees.

Agreement

For the reasons recited above, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

Definitions

Distributor means the generic category of entities authorized by Licensor, if any, that participate in the distribution chain between Licensor and Licensee, including, but not limited to, value added resellers (VARs), original equipment manufacturers (OEMs), distributors, dealers, independent sales organizations (ISOs), resellers, and retail outlets.

Documentation means all materials supplied, directly or indirectly, to Licensees by Licensor, by any means or media, that explain or facilitate the use of the Software, which may include, without limitation, users' manuals, standard operational manuals or instructions, training materials, flow charts, logic diagrams, system manuals, program manuals and modification manuals.

End User License Agreement ("EULA") means any license agreement or other commercial license or lease agreement, regardless of how designated, pertaining to any Software licensed by Licensor to Licensees, including, but not limited to, any such agreement proposed prior to or after execution of this Agreement, and including without limitation any such agreement that either is affixed to (e.g., shrinkwrap), imbedded in (e.g., clickwrap), or in any way

accompanies the Software upon delivery. The term "EULA" does not include this Agreement. The term "EULA" does not include any contract awarded by or on behalf of a licensee as a result of a formal solicitation (e.g., invitation for bids or request for proposals) issued by or on behalf of a licensee.

ITMO means the Information Technology Management Office established by South Carolina Code Section 11-35-820, as amended, or its successor in interest. Pursuant to Section 11-35-510 of the South Carolina Code of Laws, ITMO is authorized to act as the statutory procurement agent for every South Carolina Governmental Body (as defined by S.C. Code Ann. § 11-35-310(18), as amended) covered by the South Carolina Consolidated Procurement Code. Pursuant to Section 11-35-4810, ITMO is authorized to conduct and administer cooperative purchasing agreements on behalf of South Carolina Public Procurement Units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended), both state and local. Consistent with its statutory authority, ITMO is acting solely in a representative capacity and on behalf of Licensees. ITMO is not a party to this Agreement. Notwithstanding any other provision of this Agreement, ITMO bears no liability for any party's losses arising out of or relating in any way to this Agreement.

Licensee means all South Carolina Governmental Bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended), except those entities exempted from the South Carolina Consolidated Procurement Code by S.C. Code Ann. § 11-35-710, as amended. Licensee also means any South Carolina Public Procurement Unit (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) which has executed a copy of the Enrollment Agreement attached as Exhibit A.

Distributor Contract means a contract between a Licensee and a Distributor by which Licensee can acquire licenses of the Software.

Software means any computer program or computer data base referenced on Exhibit "B". Upon notice to ITMO, Licensor may remove any item of Software from Exhibit "B" if the Software is no longer commercially available for licensing from Licensor.

Attachments

Exhibit A - SC Public Entities Enrollment Agreement
Exhibit B - Authorized Software
Exhibit C - Authorized EULA

1. LIMITED SCOPE OF AGREEMENT.

1.1 This Agreement and any authorized EULA apply only to (a) the direct licensing of Software by Licensee and (b) technical support or software maintenance services which a Licensee must acquire in order to continue licensing the Software (hereinafter "mandatory support services"). All terms in a EULA regarding services are void

except to the extent they regard mandatory support services.

1.2 Subject to the limits of paragraph 1.1, this Agreement and any authorized EULA apply to all licenses of Software licensed from Licensor by a Licensee during the term of this Agreement, whether acquired directly from Licensor or indirectly through a Distributor. This Agreement and any authorized EULA is independent of, and does not form a part of any other contract for the acquisition of goods, services, supplies, or information technology. This Agreement does not authorize any Public Procurement Unit to pay any funds directly to Licensor.

1.3 Subject to the limits of paragraph 1.1, this Agreement and any authorized EULA agreed to pursuant to this Agreement apply to all licenses of Software licensed from Licensor by a Licensee prior to execution of this Agreement, unless the license was acquired pursuant to a written agreement negotiated and signed in pen and ink by an authorized representative of a Licensee.

1.4 This Agreement does not authorize any Public Procurement Unit to enter any type of financing arrangement with Licensor or any affiliate of Licensor. State Government Bodies are advised to comply with S.C. Code Ann. Regs 19-445.2152 and S.C. Code Ann. § 1-1-1020 (Supp. 2002), both as amended, as financing transactions are subject to the Consolidated Procurement Code.

2. RELATIONSHIP BETWEEN THIS AGREEMENT AND LICENSOR'S EULAs.

2.1 Authorized EULA. Subject to the provisions of this Agreement, Licensee agrees to the terms and conditions of any EULA attached as Exhibit "C". Upon the written approval of both Licensor and ITMO, Exhibit C may be amended to include an additional EULA.

2.2 Entire Agreement. Within the scope of this Agreement, as defined in paragraph 1, this Agreement and any authorized EULA constitute the entire agreement between the Parties and supersede all other prior or contemporaneous agreements, representations, or discussions, whether oral or written. This Agreement and any authorized EULA shall apply notwithstanding any provisions in either (a) a purchase order or other instrument submitted by Licensee, (b) any invoice or other document submitted by Licensor. Any EULA that is not attached as an agreed exhibit to this Agreement shall be void and of no effect.

2.3 Primacy of Agreement. The terms of this Agreement shall be given full effect prior to the application of any term in any authorized EULA. To the extent of any inconsistency or conflict, the terms of this Agreement take precedence over any similar terms in an authorized EULA. To the extent an authorized EULA provides Licensee with options or rights in addition to or beyond those available under this Agreement, nothing in this Agreement is

intended to limit Licensee's exercise of such options or rights.

3. TERM OF AGREEMENT.

3.1 With regard to any particular license of Software, the terms of this Agreement and any authorized EULA shall continue for the duration of the applicable authorized EULA.

3.2 This Agreement shall be in effect for one year from the Effective Date. On each anniversary of the Effective Date, this Agreement shall automatically renew for a term of one year unless ITMO or Licensor sends the other written notice, at least thirty days before the anniversary date, that this Agreement shall not automatically renew. This Agreement shall terminate no later than seven years after the Effective Date.

4. LICENSE GRANT.

4.1 Any rights granted by Licensor to Licensee in an authorized EULA are in addition to any rights granted by this Paragraph 4. Licensor agrees that Licensee shall have the rights that are set forth in subparagraphs 4.2, 4.3, and 4.4 below.

4.2 For each license acquired, the Software may be:

4.2.1 Used or copied for use in or with the computer or computers for which it was acquired, including without limitation use at any of Licensee's installations to which such computer or computers may be transferred;

4.2.2 Used or copied for use in or with a backup computer if any computer for which it was acquired is inoperative;

4.2.3 Reproduced for safekeeping (archives) or backup purposes;

4.2.4 Adapted or combined with other computer software, provided that such adaptation or combination is done in accordance with the applicable Documentation; Pitney Bowes will create an interface to feed information from Licensee existing software or databases into our Send Suite Live Software Product in an automated fashion. Under Pitney Bowes third party software license certain of the interfaces used must be the third party's provided APIs. License agreements for API's concerning third party carrier information (e.g., FedEx, UPS, and the USPS) are between the Licensee and third party carriers.

4.2.5 Disclosed to and used by support service contractors or their subcontractors for the benefit of the Licensee, subject to the restrictions set forth in this Agreement; and,

4.2.6 Used or copied for use in or transferred to a replacement computer.

4.3 If the license acquired is a single CPU license and Licensee has available at the same site multiple suitably configured CPUs, Licensee may operate Software on any such CPU at the site provided that such Software is not in productive use on more than one CPU at any given time and that, if greater license fees are required for a more powerful model of CPU, that any use of such more powerful model shall only be for temporary or backup use.

4.4 If usage is expressly restricted to an authorized site or an authorized CPU serial number, Licensee may change any authorized site to an alternate site or an authorized CPU serial number designation to that of an alternate CPU after providing Licensor written notice of the new site or serial number. If greater license fees are required for use on a more powerful model of CPU, Licensee shall pay then current difference in fees to Licensor.

5. INTELLECTUAL PROPERTY INFRINGEMENT.

5.1 In the event of any claim by any third party against Licensee, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees (hereinafter Indemnitee) asserting or involving an IP right which concerns any acquired item(s), Licensor shall defend Indemnitee, at its expense, against all actions, proceedings or claims of any nature and shall, without limitation, indemnify Indemnitee for and against any loss, cost, expense, attorneys' fees and expenses (including inside counsel), or liability, resulting from such claim whether or not such claim is successful.

5.2 Indemnitee must notify Licensor in writing within a reasonable period of time after Indemnitee first receives written notice of any such claim or action, reasonably cooperate with Licensor's defense of such claims or suits, and allow Licensor sole control of the defense so long as the defense is diligently and capably prosecuted. Licensee may participate in the defense of any action. Licensee's consent is necessary for any settlement that requires Licensee to part with any right or make any payment or subjects Licensee to any injunction, except for an injunction requiring cessation of use of an acquired item that is the subject of the claim.

5.3 In the event an injunction, order, or agreement shall be obtained against Licensee's use of any Acquired item, due to no fault of the Licensee, Licensor shall, without in any way limiting the foregoing and at its expense: (a) use good faith, diligent efforts to procure for Licensee the right to continue to use, and to have used, the Acquired item, and if such remedy is commercially impracticable, to then (b) replace or modify the Acquired item so that it becomes non-infringing but only if the modification or replacement does not materially adversely affect the functionality of the Acquired Item or its use by Licensee. In the event that both of these remedies are commercially impracticable, Licensor may require that Licensee stop using the Acquired item, refund to the Licensee an amount equal to all license fees paid by

Licensee therefore, and take all steps necessary to have any indemnities released from any further liability. In the event the Licensee is deemed at fault, Licensor will refund to Licensee an amount equal to all license fees paid by Licensee a pro-rata amount equal to all license fees paid by the licensee divided by 36 months, multiplied by (36 months less number of months Acquired item was used by Licensee, in no situation will amount be less than zero).

5.4 Licensor's obligations under this Paragraph 5 do not apply to a claim to the extent (a) that the claim is caused by a modification of Software made by Licensee; (b) that the claim is caused by the Licensee's use of a superseded release of Software if the infringement would have been avoided by Licensee's timely implementation of an update or upgrade previously provided to Licensee, but only if such upgrade (i) is provided by Licensor at no cost or as part of either maintenance or a purchase by Licensee, and (ii) does not materially adversely affect the functionality of the Acquired Item or its use by Licensee; (c) that the claim is caused by Licensee combining the Software with another computer program, database, or hardware unless such combinations are recommended by the Documentation provided by the Licensor or otherwise agreed to by licensor; (d) that the claim is caused by Licensee reverse engineering, decompiling, disassembling, or distributing Software; (e) that the claim arises from the Licensee's use of any Software that is open source or freeware, but only if the open source or freeware is not incorporated or combined by Licensor in Software provided by Licensor.

5.5 As used in this paragraph 5, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, software, or services, if any, furnished under this Agreement or any authorized EULA. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work.

5.6 Notwithstanding any other provision, Licensor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

6. LIMITATION OF RECOVERY.

6.1 Limitation of Damages - Licensor. Notwithstanding any type of exclusion or limitation on liability, damages, or remedies, Licensor's liability to a specific Licensee for any type of claim or loss may not be limited in any way to less than an amount equal to twice the cumulative fees paid by Licensee to license Software and for any mandatory support services.

6.2 Limitation of Damages - Licensee. Except as provided in paragraph 7 (Audit), the maximum liability, if any, of Licensee for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages, statutory damages, and

damages for injuries to persons or property, whether arising from Licensee's breach of this Agreement, an EULA, breach of warranty, negligence, strict liability, statutory liability, or other tort, shall in no event exceed an amount equal to twice the cumulative fees paid by Licensee to license Software and for any mandatory support services.

7. AUDIT.

7.1 Right to Audit. For the duration of the authorized EULA, Licenser has the right to audit Licensee at Licenser's expense. Licenser shall conduct an audit and use the information obtained in an audit only to enforce Licenser's rights and to determine whether Licensee is in compliance with the terms of this Agreement and the authorized EULA. Any audit will be subject to a confidentiality obligation and will take place upon not fewer than 30 days notice, during Licensee's normal business hours, and in a manner that does not interfere unreasonably with Licensee's operations. Licenser's sole audit right regarding Licensee is provided by this paragraph 7.

7.2 Remedy; Exclusivity. If an audit reveals unlicensed use of Software by Licensee, Licensee shall either (a) promptly order sufficient licenses to permit all Software usage disclosed, or (b) immediately terminate any unlicensed use of Software and pay any applicable license fees for any noncompliance disclosed by the audit. If a Distributor Contract exists, Licensee may order licenses from, and pay license fees to, a Distributor at a price established by a Distributor Contract. If Licensee's unlicensed use of the Software would be within the scope of license rights granted by this Agreement and any authorized EULA but for Licensee's failure to acquire an adequate number of licenses or an available license, Licenser's exclusive remedy for the unlicensed use shall be the remedy provided by this paragraph 7.2. If Licensee fails to execute either option within a reasonable time, Licenser may pursue all remedies available to it at law or in equity, subject to the terms of this Agreement.

7.3 If Licenser undertakes an audit and does not find material unlicensed use of Software, Licenser shall not require another audit of Licensee for at least one year. Licenser's right to conduct an audit is limited by any applicable statutory or regulatory limitations on access to public records.

8. LICENSEE'S RECORDS. For each license of Software acquired pursuant to this Agreement, Licensee agrees to retain records of that license for one year beyond the duration of that license, provided that Licensee has no obligation to retain records of a license beyond one year after Licensee ceases to retain a copy of the Software to which a license applies. Licenser may access Licensee's records as provided in the South Carolina Freedom of Information Act and any other applicable law. Except as stated in this Agreement, Licenser agrees that Licensee has no obligation to retain any records.

9. CONFIDENTIALITY & NONDISCLOSURE. This Agreement and any EULA are subject to public disclosure. All provisions of an authorized EULA regarding confidentiality or nondisclosure are subject to the South Carolina Freedom of Information Act and other applicable laws. Any duty of confidentiality or nondisclosure established by an authorized EULA does not apply to material or information developed by or received from Licenser if such material or information has not been conspicuously marked with the words confidential, proprietary, or trade secret.

10. TERMINATION. Licenser may not terminate either this Agreement or an authorized EULA in the absence of a material breach by Licensee. Termination of one Licensee does not constitute grounds for termination of a different Licensee. If Licenser exercises any termination rights under any authorized EULA, Licensee may, in addition to any rights provided in the EULA, continue using software pursuant to this Agreement for a period of six months in order to allow Licensee to convert from the use of Software. During the conversion period, Licensee shall pay any applicable license fees at the price last available from Licenser to Licensee prior to termination or, at Licensee's option, at the price established by an applicable Distributor Contract, if any.

11. WARRANTIES. The warranties provided in this paragraph 11 are in addition to any other warranties provided by law and not excluded or provided in an authorized EULA. Licenser warrants (a) that an item of Software, without unauthorized modification, will perform substantially in accordance with the Documentation applicable to the Software for a period of 365 days from the date the item of Software is delivered to Licensee, (b) that Licenser has all necessary right and authority to grant the licenses granted hereunder, and (c) that there is currently no actual or threatened suit against Licenser by any third party based on an alleged violation of an intellectual or proprietary property right that has not been disclosed to ITMO. Licenser agrees that it will not electronically repossess, trigger any lock, or use any device capable of halting operations or erasing or altering data or programs with regard to any Software that it has licensed to Licensee.

12. BANKRUPTCY.

12.1 Notice of Insolvency. Licenser shall provide ITMO and Licensee with written notice immediately upon the filing by Licenser of a petition in bankruptcy or insolvency or upon any other proceeding or action by or against Licenser under the relevant law on insolvency or bankruptcy, or after the making by Licenser of any assignment or attempted assignment for the benefit of creditors or upon or after the institution of any proceedings for the liquidation or winding up of Licenser's business or for the termination of its corporate charter.

12.2 Rejection of Executory License. The Parties agree that the Software is "intellectual property" as defined in Section § 101(35A) of the U.S. Bankruptcy Code. Upon

the filing by Licensor of a petition in bankruptcy or insolvency or upon any other proceeding or action by or against the Licensor under the relevant law on insolvency or bankruptcy, this Agreement and any authorized EULA shall be governed by Section 365(n) of the U.S. Bankruptcy Code. If any person seeks to reject this Agreement or an authorized EULA pursuant to bankruptcy law, Licensee shall have the option of using the Software for either the original term of the authorized EULA or a period of two years after rejection is requested.

13. RIGHTS IN LICENSEE-DEVELOPED COMPUTER PROGRAM OR DATA BASE. Nothing in this Agreement or any authorized EULA shall be construed to give Licensor any rights with regard to computer programs or databases developed by Licensee, regardless of whether or not such programs or databases are connected to or embedded in Software or are functionally similar, in whole or part, to Software. Nothing in this paragraph grants a Licensee any rights to Licensor's Intellectual Property or to any derivative works.

14. GENERAL

14.1 Choice of Law & Choice of Forum. Both the rights and obligations of the Parties and this Agreement and any EULA, as well as any dispute, claim, or controversy arising out of or relating to this Agreement or any EULA, shall, in all respects, be established, interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, without regard to any provision governing conflicts of law. All disputes, claims, or controversies arising out of or in any way relating to this Agreement or any EULA shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina.

14.2 Sovereign Immunity. Title 11, Chapter 35, Article 17 constitutes a limited statutory waiver of sovereign immunity. Licensor agrees that any act by either ITMO or Licensee regarding this Agreement and any EULA is not a waiver of either their sovereign immunity or their immunity under the Eleventh Amendment of the United States Constitution.

14.3 Subject to Applicable Law. This Agreement is entered into pursuant to the South Carolina Consolidated Procurement Code (Title 11, Chapter 35 of the South Carolina Code of Laws.) As a public entity, all of Licensee's obligations are subject to any applicable laws.

14.4 Alternative Dispute Resolution. Unless mandated by law, no method of mandatory alternative dispute resolution shall apply to any dispute, claim, or controversy arising out of or relating to this Agreement or any authorized EULA.

14.5 CISG / UCITA. Neither the UN Convention on the International Sale of Goods nor the Uniform Computer

Information Transactions Act (nor any non-uniform version) shall apply to this Agreement or any authorized EULA.

14.6 ITMO Participation In Contract Disputes. Consistent with its statutory authority, ITMO is acting solely in a representative capacity and on behalf of Licensees. Accordingly, ITMO is not a party to this Agreement and need not be joined as a party to any dispute that may arise out of this Agreement. With regard to this Agreement, the officers, agents and employees of ITMO are acting solely in their official capacity and need not be joined as a party to any dispute that may arise out of this Agreement.

14.7 Notices. In addition to any other obligations the parties may have regarding notice, all NOTICES OR OTHER COMMUNICATIONS REGARDING THIS AGREEMENT SHALL BE COPIED TO ITMO AT THE FOLLOWING ADDRESS. LICENSOR AGREES THIS OBLIGATION IS A MATERIAL PROVISION OF THIS AGREEMENT.

Information Technology Management Office
Division of Procurement Services
4330 Broad River Road
Columbia, SC 29201

14.8 Third Party Beneficiary. This Agreement and any EULA is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement or any EULA as a third party beneficiary or otherwise.

14.9 Assignment. Except as set forth below, neither party may assign or transfer this Agreement, any authorized EULA, or any rights regarding either, without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer in derogation of this paragraph shall be null and void.

14.9.1 This Agreement, and any authorized EULA, or any rights regarding either, may be assigned to affiliates of the Licensor, or to successors in interest of substantially all the assets of the Licensor, if the assignee expressly assumes the Licensor's obligations under the assigned agreement. Licensor must give Licensee reasonable notice of any assignment.

14.9.2 If Licensee is reorganized such that certain operations or functions are transferred from one Licensee to another, then in connection with such reorganization, a Licensee may, upon written notice to Licensor, transfer licenses to another Licensee provided that the transferee is performing some substantially similar business and/or operational functions as the original Licensee. Both Licensees shall execute such paperwork as Licensor may reasonably require.

14.10 Interpretation. Any question of interpretation or construction shall not be resolved by any rule providing for interpretation or construction against the party who causes the uncertainty to exist or against the drafters of this Agreement.

14.11 Headings. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of this Agreement.

14.12 Publicity. Licensor agrees not to refer to Licensees in such a manner as to state or imply that either Licensor or its Software is endorsed or preferred by Licensee, the State of South Carolina, or any unit of either. The foregoing shall not prohibit the Licensor from identifying a Licensee as a customer in a customer list.

14.13 Relationship of the Parties. Licensor is an independent contractor and neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

14.14 Relationship Among Public Entities. Each Licensee's obligations and liabilities are independent of every other Licensee's obligations and liabilities.

14.15 Language of Agreement & Notices. The language of this Agreement is English. If translated into another language, this English version of the Agreement shall be controlling. All notices required or permitted to be given hereunder shall be written in the English language.

14.16 Survival of Obligations. The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Agreement shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification, Records, Audit, Bankruptcy, Termination, and General.

14.17 Waiver & Modification. No waiver of any default by either party shall act as a waiver of a subsequent or different default. The provisions of this Agreement and any authorized EULA may not be modified or waived except by another agreement in writing executed by the Chief Procurement Officer for Information Technology and an authorized representative of Licensor.

14.18 Anti-Indemnification. Any provision in any authorized EULA is void to the extent it requires ITMO or a Licensee to indemnify anyone.

14.19 Statute of Limitations. Any provision in any authorized EULA is void to the extent that it modifies the statute of limitations or alters the time period within which an action must be brought.

14.20 Non-appropriations. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled.

14.21 Attorneys' Fees. Except as otherwise provided herein, each party waives any claim it may have to recover attorneys' fees from any other party.

14.22 Payment & Interest. Any provision regarding payment or interest is void.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, by their duly authorized agents, each of whom personally warrants that he or she has full and legal authority to enter into this Agreement and to consummate the transactions contemplated hereby.

LICENSOR Pitney Bowes Inc.



By: Arthur E. Adams Jr.

Its Director, State and Local Contracts

INFORMATION TECHNOLOGY MANAGEMENT
OFFICE, acting on behalf of Licensee



By: John L. Walker, CPPC, CPPB

Its Procurement Manager

**Enrollment Agreement
for
South Carolina Public Entities**

This Enrollment Agreement ("Enrollment") is made the _____ day of _____, 20____ (the "Enrollment Date") between [Company Name], a corporation organized and existing under the laws of [State], and having its principal office at [address] (referred to as "Licensor") and _____ (referred to as "Participant"). In this Enrollment, Participant and Licensor may also be referred to collectively as the "Parties." The Parties agree as follows:

1. Licensees, acting through ITMO, entered into a software licensing agreement with Licensor dated _____. This agreement is memorialized in the South Carolina Standard Amendment To End User License Agreements For Commercial Off-The-Shelf Software (hereinafter "SC Amendment"), the Authorized End User License Agreements attached to it, and any other attached exhibits, all of which are collectively referred to in this Enrollment as the South Carolina Software Licensing Agreement ("SCSLA").

2. The definitions provided in the SC Amendment identified above apply to this Enrollment.

3. Participant is either a South Carolina Public Procurement Unit or an Exempted Entity.

4. By executing this Enrollment, Participant becomes a Licensee on the Enrollment Date of this Enrollment.

5. The Parties are bound by the SCSLA.

6. As provided in the SC Amendment, the Parties acknowledge that the SCSLA applies to all licenses of Software licensed from Licensor by a Licensee during the term of, or prior to execution of, this Enrollment, unless the license was acquired pursuant to a Prior Agreement.

7. This Enrollment shall be in effect for one year from the Enrollment Date. On each anniversary of the Enrollment Date, this Enrollment shall automatically renew for a term of one year unless Participant or Licensor sends the other written notice, at least thirty days before the anniversary date, that this Enrollment shall not automatically renew. Notwithstanding the foregoing, this Enrollment expires upon termination or expiration of the SC Amendment. With regard to any particular license of Software, the terms of this Enrollment and the SCSLA shall continue for the duration of the applicable authorized EULA.

8. All notices or other communications regarding this enrollment or the Participant shall be mailed to the following address:

9. The Parties acknowledge that the SCSLA and this Enrollment do not satisfy any competitive procurement requirements applicable to Participant and do not authorize Participant to pay any funds directly to Licensor. The SCSLA serves only to establish the terms and conditions of any software license properly acquired by Participant from Licensor.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, by their duly authorized agents, each of whom personally warrants that he or she has full and legal authority to enter into this Agreement and to consummate the transactions contemplated hereby.

LICENSOR. _____ By: Its:	PARTICIPANT. _____ By: Its:
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