

NASPO ValuePoint
PARTICIPATING ADDENDUM



**MAILROOM EQUIPMENT, SUPPLIES &
 MAINTENANCE**

Led by the State of **Arizona**

Master Agreement #: CTR058808

Contractor: **PITNEY-BOWES, INC.**

Participating Entity: **STATE OF WYOMING**

The following products or services are included in this contract portfolio: All products, services, and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum covers the NASPO ValuePoint Master Agreement for Mailroom Equipment, Supplies and Maintenance led by the State of Arizona for use by state agencies and other entities located in the Participating State of Wyoming authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: The NASPO ValuePoint Master Agreement referenced above may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized by an individual state's statutes to use state/entity contracts (each, a "Purchasing Entity,") and 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. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Art Adams, Director Government Contract Compliance
Address:	Pitney-Bowes, Inc. 3001 Summer Street, Stamford, CT 06926
Telephone:	(203) 351-7866
Fax:	(203) 460-3827
Email:	art.adams@pb.com

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Led by the State of Arizona

Contractor – Government Sales Channel Director – Western Region

<u>Name</u>	<u>Francie Coffey</u>
<u>Address</u>	<u>Pitney-Bowes, Inc. 3001 Summer Street, Stamford, CT 06926</u>
<u>Telephone</u>	<u>213-256-1917</u>
<u>Fax</u>	<u>203-460-9181</u>
<u>E-mail</u>	<u>Francie.coffey@pb.com</u>

Lead State

<u>Name</u>	<u>Nyesha "Nye" Daley, MBA, PhD (ABD)</u> <u>Statewide Procurement Manager, Professional Services</u>
<u>Address</u>	<u>Arizona DOA-SPO, 100 N. 15th Ave, Suite 402, Phoenix, AZ 85007</u>
<u>Telephone</u>	<u>602-542-4907</u>
<u>Fax</u>	<u>602-542-5508</u>
<u>E-mail</u>	<u>nyesha.daley@azdoa.gov</u>

Participating Entity

<u>Name:</u>	<u>Mandy Gershmel, Procurement Section Manager</u>
<u>Address:</u>	<u>2323 Carey Avenue, Cheyenne WY 82002</u>
<u>Telephone:</u>	<u>(307) 777-6705</u>
<u>Email:</u>	<u>Mandy.gershmel1@wyo.gov</u>

4. Modifications To The Master Agreement: This Participating Addendum, consisting of three (3) pages, and Attachment A, Wyoming General Conditions, consisting of eight (8) pages, are added to the NASPO Master Agreement CTR058808 together with its exhibits, (the "Master Agreement") 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 Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master 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. In the event of any conflict or inconsistency between this Participating Addendum, Attachment A, Wyoming General Conditions, and the Master Agreement, the following order of precedence will govern as between the Participating Entity and the Contractor: (1) Attachment A, Wyoming General Conditions, (2) this Participating Addendum, and (3) the Master

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Agreement, as amended, and then any other document incorporated by reference. The State of Wyoming will address software term on a case by case basis should an agency or political subdivision require a software licensing agreement.

5. Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney-Bowes, Inc. List of Software Licenses offered under this Addendum are listed in Section CC of Attachment A.
6. 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. Purchase Power is not available under this Participating Addendum.
7. Lease Agreements: Equipment Lease and Rental Agreements are authorized in accordance with the terms of the Master Agreement. A summary of the lease options available is included in the Master Agreement. Any underlying leases to the Master Agreement will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease. The following, together with their respective terms and conditions as set forth in Section BB of Attachment A, are offered for lease or rental transactions under this Participating Addendum.
 - a. Pitney Bowes Global Financial Services LLC "GFS" Term Rental (Installment Purchase) – Option A,
 - b. FMV Rental – Option B, and
 - c. State & Local Fair Market Value Lease – Option C
8. Sales & Purchase Tax will be charged, if required under your State Statute.
9. Subcontractors: All Pitney-Bowes, Inc. contractors, subcontractors, Authorized Sales and Services Representatives authorized in the State of Wyoming as shown on the dedicated Pitney-Bowes, Inc. website, are approved to provide sales and service support to participants in the Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
10. Purchase Order Instructions: All orders under this Participating Addendum are to be made out to and processed by Pitney-Bowes, Inc. and should contain the following (1) "PO is subject to NASPO ValuePoint Master Agreement number CTR058808" (2) Entity Name, Address, Contact, & Phone-Number.
 - a. Orders: Any order placed by the Participating Entity or any 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 parties to the order agree in writing that another contract or agreement applies to such order.

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11. Price Agreement Number: All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating Entity's contract number: 220562 and the Lead State price agreement number: CTR058808.
12. Individual Customer: Each State agency and political subdivision, as a Purchasing Entity, that purchases products/services under this Participating Addendum 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 this Participating Addendum and the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Participating Entity has in the Master Agreement. Each Purchasing Entity will be responsible for its 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 Purchasing Entity individually.

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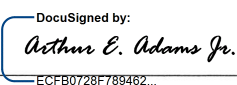
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IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Wyoming	Contractor: Pitney-Bowes, Inc.
Signature: 	Signature: 
Name: Mandy Koenig	Name: Arthur E. Adams Jr.
Title: Procurement Manager	Title: Director, Government Contract Compliance
Date: 5/24/2022	Date: 5/24/2022

ATTORNEY GENERAL APPROVAL AS TO FORM ONLY WITH ATTACHMENT A:

 # 220562
 Tyler M. Renner, Senior Assistant Attorney General

05-23-2022
 Date

WYOMING DEPARTMENT OF ADMINISTRATION & INFORMATION:


 Patricia L. Bach, Director

5/31/2022
 Date

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

Attachment A Wyoming General Conditions

This Attachment A, Wyoming General Conditions, is incorporated into the Participating Addendum. Together, those documents (the "Wyoming Documents") supplement and replace terms and conditions contained in State of Arizona NASPO ValuePoint Master Agreement CTR058808, dated May 15, 2022, (the "Master Agreement"), as between Pitney-Bowes, Inc. ("Contractor") and the State of Wyoming (referred to in this Attachment A as "State"). In the event of any conflict or inconsistency between the terms and conditions contained in the Master Agreement and the Wyoming Documents, the terms and conditions in the Wyoming Documents shall control, and shall supersede and replace the terms contained in the Master Agreement as between the Contractor and State.

The following provisions of the Master Agreement are amended as follows:

1. MASTER AGREEMENT SECTION 6.2, Payment, is amended to change the time for Payment after Acceptance from thirty (30) days to forty-five (45) days, pursuant to Wyo. Stat. § 16-6-602.

The following General Conditions of this Attachment A are hereby incorporated into the Participating Addendum:

1. **Acceptance.** Contractor shall notify State if State's purchase order is not accepted by Contractor. Any items received by State and not rejected within thirty (30) days from the date of delivery shall be deemed accepted by State.

2. **General Provisions.**

A. Amendments. Any changes, modifications, revisions, or amendments to this Participating Addendum which are mutually agreed upon by the parties to this Participating Addendum shall be incorporated by written instrument, executed by all parties to this Participating Addendum.

B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Participating Addendum shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Participating Addendum as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Participating Addendum and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assignment of the Participating Addendum is Prohibited and Participating Addendum Shall Not Be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out

in this Participating Addendum without the prior written consent of the other party. The Contractor shall not use this Participating Addendum, or any portion thereof, for collateral for any financial obligation without the prior written permission of the State.

D. Availability of Funds. Each payment obligation of the State is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for the continuance of the services performed by the Contractor, for the next fiscal period the Participating Addendum may be terminated by the State at the end of the fiscal period for which the funds are available. The State shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

E. Award of Related Contracts. The State may award supplemental or successor contracts for work related to this Participating Addendum. The Contractor shall cooperate fully with other contractors and the State in all such cases.

F. Certificate of Good Standing. The Contractor shall provide to the State a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Participating Addendum. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Participating Addendum.

G. Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Participating Addendum.

H. Extensions. Nothing in this Participating Addendum shall be interpreted or deemed to create an expectation that this Participating Addendum will be extended beyond the term described herein. Any extension of this Participating Addendum shall comply with the terms of the Master Agreement and this Participating Addendum, and shall be initiated by the State and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Participating Addendum or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Participating Addendum.

I. Force Majeure. Except for a Purchasing Entity's payment obligations, neither party shall be responsible for or incur any liability for delay or failure in the performance of any part of this Participating Addendum if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather, explosions, acts of terrorism, war, labor disputes, strikes, lockouts, riots, embargoes, government orders or requirements, civil or military authorities, natural disasters, general internet or communication line failures, power surges or failures or other similar types of situations or acts of God, delays or errors in the United States mail, or changes of laws or regulations. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

J. Indemnification. The Contractor shall release, indemnify, and hold harmless the State, each Purchasing Entity, and their officers, agents, and employees from any and all claims, lawsuits, losses, damages, costs, and liabilities arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, lawsuits, losses, damages, costs, or liabilities arising out of Contractor's negligence or other tortious conduct.

K Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Participating Addendum, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Participating Addendum, the Contractor shall be free from control or direction over the details of the performance of services under this Participating Addendum. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Participating Addendum, and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Participating Addendum. Nothing in this Participating Addendum shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or any Purchasing Entity, or to incur any obligation of any kind on behalf of the State of Wyoming or any Purchasing Entity. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Participating Addendum.

L. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Participating Addendum, nor were any fees, commissions, gifts, or other considerations made

contingent upon the award of this Participating Addendum. If the Contractor breaches or violates this warranty, the State may, at its discretion, terminate this Participating Addendum without liability to the State, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

M. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Participating Addendum.

N. Notices. All notices arising out of, or from, the provisions of this Participating Addendum shall be in writing and given to the parties at the addresses provided under this Participating Addendum, either by regular mail, email (mandy.koenig@wyo.gov and francie.coffey@pb.com) or delivery in person.

O. Notice of Sale or Transfer. The Contractor shall provide the State with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Participating Addendum and, when possible and lawful, in advance of the transaction. If the State determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Participating Addendum, then the State may, at its discretion, terminate or renegotiate the Participating Addendum.

P. Patent or Copyright Protection. The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the State for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions. Notwithstanding the foregoing, Contractor will not be responsible for and shall not indemnify the State and Purchasing Entities (as defined in the Participating Addendum) to the extent the State or a Purchasing Entity used the equipment or software in a manner that is not permitted under the Participating Addendum or an applicable software license.

Q. Prior Approval. This Participating Addendum shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Participating Addendum has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information Procurement

Division, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

R. Publicity. Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the State as the sponsoring entity and shall not be released without prior written approval from the State.

S. Severability. Should any portion of this Participating Addendum be judicially determined to be illegal or unenforceable, the remainder of the Participating Addendum shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

T. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and each Purchasing Entity that is an instrumentality of the State of Wyoming expressly reserve sovereign immunity by entering into this Participating Addendum and any purchase order, and each Purchasing Entity constituting a governmental entity expressly reserves governmental immunity. All of them specifically retain all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: the State's liability for damages; choice of law in a state other than Wyoming; conflicts of law provisions; venue and forum-selection clauses in a state other than Wyoming; Contractor-provided defense or control of litigation or settlement; the State's liability for acts or omissions of third parties; any requirement that the State pay attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; the State's indemnification of another party; and confidentiality. Any such provisions in the Master Agreement, the Participating Addendum, or in any purchase order, attachment, or document incorporated by reference, will not be binding on the State of Wyoming or any Purchasing Entity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Participating Addendum shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

U. Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

V. Termination of Participating Addendum. This Participating Addendum may be terminated, without cause, by the State upon thirty (30) days written notice. This Participating Addendum may be terminated for cause in accordance with the Master Agreement if the Contractor fails to perform in accordance with the terms of this Participating Addendum. Upon termination of the Participating Addendum, any existing leases (including applicable meter rentals and maintenance) and software license/subscription agreements shall remain in full force and effect for the full term of such lease or software license/subscription agreement.

W. Third-Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Participating Addendum shall not be construed so as to create such status. The rights, duties, and obligations contained in this Participating Addendum shall operate only between the parties to this Participating Addendum and shall inure solely to the benefit of the parties to this Participating Addendum. The provisions of this Participating Addendum are intended only to assist the parties in determining and performing their obligations under this Participating Addendum.

X. Time is of the Essence. Time is of the essence in all provisions of this Participating Addendum.

Y. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Participating Addendum.

Z. Waiver. The waiver of any breach of any term or condition in this Participating Addendum shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver

AA. Counterparts. This Participating Addendum may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Participating Addendum. Delivery by the Contractor of an originally signed counterpart of this Participating Addendum by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the State.

BB. Summary Of Leasing/Rental Programs Under Solicitation # CTR058808. Pitney Bowes Global Financial Services offers a variety of equipment leasing and lease/rental programs to enable your agency to acquire the equipment it needs with the innovative financing solution that works best for you. Notwithstanding the foregoing, only Options A and C below may be used for the DI2000 and Lockers.

LEASE TO OWN - Option A

This program provides a 24, 36, 48, or 60 Month Lease and is available only to city and state agencies, such as public school districts, municipal hospitals, police, and fire departments. Due to the tax exempt status of the Lessee, rates are much lower than standard Fair Market Value Lease

rates. Title to the Equipment passes up front and at the end of the lease term, lessee owns the equipment (excluding meter). (Non-profits, private universities & schools and non-State or Local agencies are excluded from this program). Sales & Purchase Tax will be charged, if required under Your State Statute.

FAIR MARKET VALUE Rental - Option B This program provides you with 24, 36, 48, or 60 Month Rental. At the end of the rental period, you may purchase the equipment at the end of the Rental for its then Fair Market Value, or you can enter into a new Rental term or return the equipment. This includes cancellation for convenience with a termination charge of 90 day notice of cancellation and pay one quarterly payment. Sales & Purchase Tax will be charged, if required under Your State Statute.

FAIR MARKET VALUE LEASE - Option C
This program provides you with a 24, 36, 48, or 60 Month lease term with the option to purchase the equipment at the end of the lease for its then Fair Market Value or you can enter into a new Lease, or return the equipment. Sales & Purchase Tax will be charged, if required under Your State Statute.

Example of lease/rental payments based on a \$10,000.00 equipment price:

MONTHLY LEASE RATES			
TERM	OPTION A	OPTION B	OPTION C
24	0.0464	0.0514	0.0466
36	0.0326	0.0377	0.0329
48	0.0257	0.0309	0.0261
60	0.0216	0.0270	0.0221

MONTHLY LEASE PAYMENT BASED ON \$10,000 TRANSACTION*				
TERM	OPTION A		OPTION B	
24	\$	464.00	\$	514.00
36	\$	326.00	\$	377.00
48	\$	257.00	\$	309.00
60	\$	216.00	\$	270.00

*Monthly payment excludes and sales and or Purchase Tx. Sales and/or Purchase Tax will be charged, if required under Your State Statute

SPECIAL COTERMINOUS LEASE RATES

Pitney-Bowes, Inc. can offer to our current leasing customers the opportunity to enter into a "coterminous lease" for the purposes of acquiring additional accessories and solutions for their current equipment. The term of the lease will be consistent with the number of months remaining on the lease contract for the existing equipment. For example, a customer with 18 months remaining on a lease will be offered an 18 month lease for additional accessories or solutions. Invoices will show two separate line items reflecting the current machine lease and the new coterminous lease. The coterminous lease will be subject to the same terms and conditions as the original lease. Below are the monthly co-terminus lease rates for NASPO ValuePoint CTR058808 Financing Option A, Option B, and Option C. Please note that in no event shall the lease term for a DM Infinity meter go beyond 6/30/2024.

Co-Term Rates

TERM	OPTION A	OPTION B	OPTION C
12	0.0883	0.0931	0.08842
15	0.0715	0.0764	0.07170
18	0.0604	0.0653	0.06056
21	0.0524	0.0573	0.05261
24	0.0464	0.0514	0.04660
27	0.0419	0.0468	0.04214
30	0.0382	0.0431	0.03844
33	0.0351	0.0402	0.03542
36	0.0326	0.0377	0.03290
39	0.0305	0.0356	0.03089
42	0.0287	0.0338	0.02907
45	0.0271	0.0323	0.02750
48	0.0257	0.0309	0.02610
51	0.0245	0.0298	0.02499
54	0.0234	0.0288	0.02392
57	0.0225	0.0279	0.02296

CC. SOFTWARE

On-Demand Subscription Services Agreement
On-Premise Software License Agreement
Hosting Addendum
DI2000 Terms

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