



2/21/2025

Larry Waters
Quadient, Inc.

Subject: Transition to Auto-Renewal of Contract

Dear Mr. Waters,

We hope this message finds you well. As part of our commitment to streamline our partnerships and ensure continuity in our service arrangements, we are implementing a transition to auto-renewal for contracts with our valued suppliers.

Effective immediately, your contract SW1008, with an agreement period between 12/30/2022 and 5/14/2027 will automatically renew upon each renewal period, with no action required on your part. This change aims to simplify the renewal process and provide ongoing stability in our partnership.

Your contract will continue under the same terms and conditions unless notified otherwise. If there are any adjustments or amendments, we will notify you well in advance, providing an opportunity for discussion.

We appreciate your continued partnership and are pleased to take this step in furthering our collaboration. If you have any questions or need further clarification, please feel free to reach out.

Thank you for your cooperation and commitment.

Ryan Gold

Warm regards,
Ryan Gold
Categories Manager
OMES Central Purchasing
405-568-6108



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

Master Agreement #: **CTR058809**

Contractor: **QUADIENT, INC.**

Participating Entity: **STATE OF OKLAHOMA**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

- ☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
- ☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Mailing Equipment, Supplies and Maintenance. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

- ☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

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CONTRACTOR: Quadient, Inc.

Name:	Ryan Mikel
Address:	478 Wheelers Farms Road, Milford, CT 06461
Telephone:	651-592-1226
Fax:	N/A
Email:	r.mikel@quadient.com

PARTICIPATING ENTITY:

Name:	Statewide Initiatives Lead
Address:	5005 N. Lincoln Blvd. Ste. 200, Oklahoma City, OK 73105
Telephone:	405-521-4772
Fax:	
Email:	Purchasing@omes.ok.gov

Participating Entity Modifications and Additions to the Master Agreement

- ☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- ☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions included below.** Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the **State of Arizona**

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Mailroom Equipment, Supplies and Maintenance
Administered by the State of Arizona

MASTER AGREEMENT

Master Agreement No: CTR058808

Quadient, Inc.

And

State of Oklahoma by and through the Office of Management and Enterprise Services
(Oklahoma Contract No.: SW1008)

THIS PARTICIPATING ADDENDUM (this "Addendum") is entered into effective as of December 30, 2022 (the "Effective Date"), by and between the State of Oklahoma by and through the Office of Management and Enterprise Services (the "State of Oklahoma" or Participating State/Entity") and Quadient, Inc ("Contractor" or "Vendor"). The State of Oklahoma and Contractor are sometimes collectively referred to herein as the "Parties." Capitalized terms used but not defined herein have the meanings ascribed to such terms in that certain Master Agreement Award among the State of Arizona ("Lead State"), Contractor and those states entering into a Participating Addendum thereto (the "Master Agreement").

WHEREAS, the Master Agreement is further identified as Master Agreement NO. CTR058808. This Participating Addendum will be coterminous with the Master Agreement and any extensions of the Master Agreement, unless terminated pursuant to the terms of this Addendum.

WHEREAS, the Master Agreement contemplates that all authorized entities in any state are welcome to use the Master Agreement through NASPO ValuePoint's Cooperative Procurement Program with such state's chief procurement official and provides that any such state reserves the right to add state-specific terms and conditions and modify the scope of the contract in such state's Participating Addendum as allowed by the Master Agreement; and

WHEREAS, this Addendum is the State of Oklahoma's Participating Addendum contemplated by the Master Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Scope: This Addendum allows for the purchase of the following: Any and all Products and Services led by the Lead State along with a multi-state sourcing team for use by state agencies

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Led by the **State of Arizona**

and other entities located in the Participating State/Entity that are authorized by that state's statutes to utilize state /entity contracts, and which receive prior written approval of the state's chief procurement official.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective state chief procurement official. Notwithstanding anything to the contrary in the Master Agreement, all issues of interpretation and eligibility for participation are solely within the authority of the state's chief procurement official.

3. Participating State's Modifications and Additions to the Master Agreement:

The Oklahoma Specific Terms and Conditions set forth in Exhibit No. 1, attached hereto, are hereby incorporated in and made a part of this Addendum.

The State of Oklahoma Information Technology Terms set forth as Exhibit No. 2, attached hereto, are hereby incorporated in and made part of this Addendum.

The Master Lease Agreement set forth as Exhibit No. 3, attached hereto, is hereby incorporated in and made part of this Addendum.

4. Subcontractor Utilization: Each state represented by NASPO ValuePoint participating in the Master Agreement independently has the option of utilizing subcontractors. Only subcontractors approved by this Participating State/ Entity may be deployed. The Participating State will define the process to add and remove subcontractors and may define the subcontractor's role in this Participating Addendum. The Contractor's subcontractors' participation will be in accordance with the terms and conditions set forth in the Master Agreement. Approved subcontractors are only upon written approval from the State of Oklahoma.

5. Terms: The Participating State/Entity agrees to the terms and conditions of the Master Agreement only to the extent the terms and conditions are not in conflict with this Addendum, applicable law, or both.

6. Orders: Any order placed by a Participating State/ Entity or any Purchasing Entity for a product and/or service available through the 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. All orders under this PA are to be made out to and processed by Quadient, Inc and should contain the following (1) Mandatory Language "PO is subject to Oklahoma Participating Addendum SW1008 Quadient" (2) Your Name, Address, Contact, & Phone-Number.

7. Leasing: All leasing transactions in the State of Oklahoma will be governed by Exhibit 3 Master Lease Agreement attached and incorporated into this Participating Addendum.

8. Counterparts: This Addendum may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

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Addendum. Delivery of an executed counterpart of this Addendum by electronic means, including, without limitation, by facsimile transaction or by electronic delivery in portable document format (".pdf") or tagged image file format (".tiff"), shall be equally effective as delivery of a manually executed counterpart thereof.

9. Software: Software subscription terms and Software license terms and conditions have not been negotiated by the State of Oklahoma. The Software subscription terms and Software license terms and conditions from Arizona's Master Agreement, shall not be applicable to any acquisitions off of this Participating Addendum until: (1) **For State Agencies**, Software subscription terms and Software license terms and conditions shall be mutually agreed upon in writing by the State of Oklahoma Office of Management and Enterprise Services and Quadient Inc. (2) **For non-State agencies** Software subscription terms and Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Quadient Inc.

10. Entire Agreement: This Participating Addendum and the Master Price Agreement number CTR058808, as amended (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 Participating 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/Entity.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

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6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: <i>Lauren Kelliher</i>	Signature: <i>John Tartaro</i> John Tartaro (Dec 30, 2022 15:44 EST)
Name: Lauren Kelliher	Name: John Tartaro
Title: CAO	Title: Deputy CFO
Date: Dec 30, 2022	Date: Dec 30, 2022

Execution Version_1648145436_Quadient - Model PA 30122022 RN edits

Final Audit Report

2022-12-30

Created:	2022-12-30
By:	Parker Wise (parker.wise@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9syDNxOw_Y5hGRr68gEkjyMyWIY5gEur

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-  Document created by Parker Wise (parker.wise@omes.ok.gov)
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-  Document emailed to j.tartaro@quadient.com for signature
2022-12-30 - 5:08:09 PM GMT
-  Email viewed by j.tartaro@quadient.com
2022-12-30 - 8:44:09 PM GMT
-  Signer j.tartaro@quadient.com entered name at signing as John Tartaro
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-  Document e-signed by John Tartaro (j.tartaro@quadient.com)
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-  Document emailed to Lauren Kelliher (lauren.kelliher@omes.ok.gov) for signature
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-  Email viewed by Lauren Kelliher (lauren.kelliher@omes.ok.gov)
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-  Document e-signed by Lauren Kelliher (lauren.kelliher@omes.ok.gov)
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-  Agreement completed.
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