

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Quadient Leasing USA, Inc. ("Quadient Leasing"), Quadient, Inc. ("Quadient") and BALDWIN COUNTY COMMISSION ("Customer") with reference to the following:

A. Quadient Leasing and Customer are entering into a Product Lease Agreement (the "Lease"), pursuant to which Quadient Leasing will lease products to Customer.

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B. Concurrently herewith, Quadient and Customer are entering into an Online Services and Software Agreement (the "OSS Agreement") pursuant to which Quadient will make certain other services available to Customer.

C. Any defined term used herein shall have the same meaning as in the Lease, or the OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Lease, and the OSS Agreement, the parties agree to amend the OSS Agreement as follows:

1. Section 2, titled "License Grant and Additional Terms" is hereby amended to add the following to the end of this section: "Your use of the Services is limited to the number of Electronic Certified Mail pieces (each an "eCert") indicated on the Order Form ("Annual Volume Limit"). In the event You exceed the Annual Volume in any year, You agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the "Overage Charge"). The Overage Charge will be determined as a product of the number of eCerts You process in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below:"

Annual Volume Band (# of eCerts) *	Overage Charge
1 - 500	\$0.54
501 - 1,000	\$0.48
1,001 - 2,000	\$0.45
2,001 - 4,000	\$0.33
4,001 - 8,000	\$0.31
8,001 - 12,000	\$0.30
12,001 - 16,000	\$0.27
16,001 - 32,000	\$0.24
32,001 - 64,000	\$0.22
64,001 - 96,000	\$0.22
96,001 - 128,000	\$0.21
128,001 - 200,000	\$0.19
200,001 - 256,000	\$0.18
256,001 - 384,000	\$0.18
384,001 - 512,000	\$0.15
512,001 - 1,200,000	\$0.13
1,200,001 and above	\$0.12

* Volume bands renew annually

The Lease, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Lease, OSS Agreement, and this Addendum, the terms of this Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

Customer: BALDWIN COUNTY COMMISSION

Quadient Leasing USA, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Quadient, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____