

Customer

| | | | |
|-----------------------|--------------------------------|------------|----------------|
| Organization | BALDWIN COUNTY COMMISSION | | |
| DBA | ATTN: FINANCE ACCOUNTS PAYABLE | | |
| Address | 312 COURTHOUSE SQ STE 11 | | |
| City State Zip | BAY MINETTE | AL | 36507-4809 |
| Phone | (251) 937-9561 | Fax | (251) 580-2536 |

Purchase Order - Lease

NASPO/ValuePoint Contract #: ADSP016-169901

and / or

State Participating Addendum (PA) #:

ADSP016-169901 (AL)

Vendor

| | | | |
|-----------------------|--------------------------------------|--------------|----------------|
| Company Name | Quadient Inc. FEDERAL ID# [REDACTED] | | |
| Attention | Government Sales | DUNS# | [REDACTED] |
| Address | 478 Wheelers Farms Rd | | |
| City State Zip | Milford | CT | 06461 |
| Phone | (866) 448-0045 | Fax | (203) 301-2600 |

Ship To

| | | | |
|-----------------------|--|--------------|-----------------------------------|
| Organization | BALDWIN COUNTY SOLID WASTE MAGNOLIA LANDFILL | | |
| Attention | ALLISON OWENS | | |
| Address | 15093 LANDFILL DR | | |
| City State Zip | SUMMERDALE | AL | 36580-4239 |
| Phone | (251) 972-6878 | Email | allison.owens@baldwincountyal.gov |

| | | | | | |
|--------------------|------------------|----------------------|--------------------|---------------------|---------------------|
| P.O. Number | P.O. Date | Requisitioner | Shipped Via | F.O.B. Point | Terms |
| | | | Ground | Destination | Quarterly Invoicing |

| | | | | |
|------------|-------------|--------------------|-------------------|--------------|
| QTY | Unit | Description | Unit Price | Total |
| 36 | Months | Lease Payment | \$432.60 | \$15,573.60 |

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

| QTY | Product ID | Description |
|-----|--------------|--|
| 1 | IX5AF | iX-5 Series Base w/ Autofeeder, Sealer, Catch Tray & Ink Cartridge |
| 1 | IXWP10 | IX Series 10 lb Weighing Platform |
| 1 | IXDW10 | IX Series 5/7/7PRO Base 10lb. Differential Weighing |
| 1 | WP10STDN | 10lb Scale Stand for IXWP10, ISWP10 & INWP10 |
| 1 | IM16 | Letter Opener |
| 1 | DT-ECERT | e-Certify Configuration Fee |
| 1 | DT-ECERT1KAS | e-Certify Subscription - Level 2 (up to 1,000 e-Certs per year). |

- Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSP016-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
Quadient Leasing USA Inc.
Dept 3682
PO Box 123682
Dallas TX 75312-3682
- Send all correspondence to:
Quadient Leasing USA Inc.
478 Wheelers Farms Rd
Milford CT 06461

Authorized by Date

Print Name Title


Signature

John Tartaro - Deputy CFO

Name

8/10/2022
Date

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 | \$0.48 |
| 501 - 1,000 | \$0.43 |
| 1,001 - 2,000 | \$0.41 |
| 2,001 - 4,000 | \$0.30 |
| 4,001 - 8,000 | \$0.28 |
| 8,000 - 16,000 | \$0.27 |
| 16,001 - 32,000 | \$0.24 |
| 32,001 - 64,000 | \$0.22 |
| 64,001 - 128,000 | \$0.20 |
| 128,001 - 200,000 | \$0.18 |
| 200,001 - 256,000 | \$0.17 |
| 256,001 - 384,000 | \$0.14 |
| 384,001 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: John Tartaro

Printed Name: _____

Printed Name: John Tartaro

Title: _____

Title: Deputy, CFO

Date: _____

Date: 8/8/2022

Quadient, Inc.

By: _____

Printed Name: John Tartaro

Title: Deputy, CFO

Date: 8/8/2022