

**PARTICIPATING ADDENDUM FOR:
UNDER THE NASPO EASTERN STATES CONTRACTING ALLIANCE (NESCA)
MULTI-STATE POSTAGE AND MAIL PROCESSING EQUIPMENT, ACCESSORIES, SERVICES AND SUPPLIES
MASTER PRICE AGREEMENT OFF22**

1. Scope: Unless otherwise defined, all capitalized terms in this Participating Addendum shall have the meanings ascribed to them in the Northeast States Contracting Alliance, Multi-State Postage and Mail Processing Equipment, Accessories, Services and Supplies Master Price Agreement, #OFF22 (the "NESCA Master Agreement").

The Commonwealth of Massachusetts, through the Operational Services Division, is the "Lead State" on behalf of the National Association of State Procurement Officials (NASPO) organization and in conjunction with the States of Connecticut, New Hampshire, Vermont, Arkansas and Hawaii soliciting bids for new digital postage equipment and mail processing equipment, accessories, supplies and services as well as predecessor services and supplies for all equipment categories.

The following are authorized Purchasing Entities under this Participating Addendum:

All eligible purchasers within the State of Arkansas including local public procurement units are authorized to purchase products and services under the terms and conditions of this price agreement.

All purchase orders and contracts must reference that the purchase is being made as per the terms of NESCA Master Agreement OFF22.

2. Changes: Changes to the terms and conditions of the contract are as follows:

In additions to any reporting required in the NESCA Master Agreement OFF22, Vendor agrees to provide a quarterly report to the Arkansas Primary Contact within 30 days following the quarter being reported. Reports will include the following data:

A) **Product Report** -- The quarterly report will include the Sold to Name (State of Arkansas Agency), Bill to Name, Order Number, Invoice Number, Product Purchased, Unit Price and Extended Price.

A Procuring Agency shall determine whether all Products delivered to it meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Products or Services have been accepted by the Procuring Agency. Unless otherwise agreed upon between the Procuring Agency and the Contractor, within thirty (30) days from the date of the invoice, the Procuring Agency shall accept or reject the products or services.

Payments shall be submitted to the contractor at the address shown on the invoice. Payments shall be tendered to the Contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of the invoice unless mutually agreed to, interest shall be paid on the unpaid balance due to the Contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated § 19-11-224. The Procuring Agency shall make a good-faith effort to pay within thirty (30) days after date of invoice.

Records relevant to Purchasing Entity transactions shall be subject to examinations by appropriate government authorities for a period of five (5) years from the date of acceptance of the purchase order.

This Agreement shall be governed by the laws of the State of Arkansas. Venue for any claim, dispute, or action concerning an order placed against the contract(s) shall be Pulaski County, Arkansas.

3. Lease Agreements: All equipment leased under the NESCA Master Agreement OFF22 will be procured utilizing the OFF22 Equipment Confirmation Form under the terms specified in the master agreement. Lease documents will not be signed by the participating Eligible Entities.

4. Primary Contact: Participating Entity's primary contact for this Participating Addendum is:

Name: Mary Jane Roberts
Address: 1509 W. 7th Street, Room 300
Little Rock, AR 72201-4222
Telephone: (501) 371-6063
Fax: (501) 324-9311
E-mail: mary.jane.roberts@dfa.state.ar.us

5. Price Agreement Number: All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include NESCA Master Agreement number: OFF22

6. Purchase Orders: All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the NESCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the NESCA Master Agreement.

7. Order of Precedence: The parties acknowledge and agree that:

(a) In the event of a conflict between the terms contained in the NESCA Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity.

This Participating Addendum and the NESCA Master Agreement 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 Participating Addendum and the NESCA Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NESCA 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. The terms and conditions of this Participating Addendum and the NESCA Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Participating Entity: State of Arkansas
By: Robin Rogers
Name: Robin Rogers
Title: Deputy Director
Date: May 16, 2008

Contractor: Neopost
By: James Leiby
Name: James Leiby
Title: DIRECTOR, GOVERNMENT SALES
Date: May 15, 2008