

CONTRACT AMENDMENT 2 TO SOFTWARE MMA7466  
BY AND BETWEEN THE STATE OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
AND PITNEY BOWES SOFTWARE, INC.

The State of Ohio, Department of Administrative Services, and Pitney Bowes Software Inc hereby enter into this Amendment this 20<sup>th</sup> day of December 2019, with respect to Master Maintenance Agreement Number **MMA7466** ("Agreement"), subject to the terms and conditions thereof. This Amendment becomes a part of the Agreement as if written fully below. Any terms and conditions of the Agreement not modified or changed by this Amendment will remain in full force and effect.

WHEREAS, the State and the Contractor determined that a Contract Amendment is necessary to address certain revisions to the Contract;

NOW, THEREFORE, the Contract is amended as follows:

This is an offer to renew (the "Renewal") the Contract under its renewal provisions. Subject to approval of the Controlling Board, once this Renewal is signed by both parties, the term of the Contract will be renewed based on the Contractor's current Master Maintenance Agreement and is contingent upon continued compliance with all obligations agreed to in the Contract.

On Renewal, the Contract will be modified by the following:

The following provision replaces the existing Definitions, Paragraph F: The term of this Contract is from October 1, 2019("Commencement Date") to September 30, 2021 ("Expiration Date"). The State may renew this Contract by issuing written notice to the Contractor of the decision to do so. Renewals will be initiated by the State in writing at least 30 days before the expiration of the then current term. This expiration and renewal procedure will also apply to the end of any subsequent contract term.

The following provision replaces the existing Equal Employment Opportunity provision:

**Equal Employment Opportunity.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>.

The following provision replaces the existing Boycotting provision:

**Boycotting.** Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.



The following provision replaces the existing Registration with the Secretary of State provision:

**Registration with the Secretary of State.** The Contractor certifies that it is either:

1. A company that is properly registered with the Ohio Secretary of State; or
2. A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or
3. Exempt from registration requirements of the Ohio Secretary of State.

The following Location of Data provision replaces the existing Governing the Expenditure of Public Funds on Offshore Services provision:

**Prohibition of the Expenditure of Public Funds for Offshore Services.** No State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in the Contract.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, the Contractor must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver from the State has been attained to perform the services outside the United States.

The following provision is added as a new provision, new section:

**eProcurement.** This contract will become part of an eProcurement System which will provide electronic contract and catalog hosting and management services. Ordering Agencies will access a web-based site to place orders for the procurement of goods and services, as applicable, using State of Ohio contracts. The Contractor agrees to establish, maintain and support an online contract and catalog, as applicable.

Attachment A

Attachment A is deleted in its entirety. All references to Attachment A in the Contract are replaced with "Quote". Any terms and conditions included on a Quote or incorporated by reference on a Quote have no effect and are superseded.

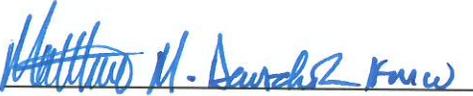


IN WITNESS WHEREOF, the parties have executed this Amendment.

[Ent Pitney Bowes Software Inc E]

State of Ohio  
Department of Administrative Services  
Office of Procurement Services

By:   
E-Signed: 2019-12-20 15:32 GMT+00:00  
*Genique McCutcheon*  
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Certifi Electronic Signature  
DocID: 20191220082432706

By: 

Print  
Name: Genique McCutcheon  
Title: US Manager, Entitlement & Contracts  
Date: December 20, 2019

Matthew M. Damschroder  
Director  
Date: 12/30/19