



Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Mailing Equipment (DMT Solutions Global dba BlueCrest)
Contract Number: PADD20210480
Contract Value: 650,000 USD
Purchase Order Date: 7/23/2020
Submitted By: Joseph Nelson
Contract Term: 7/23/20-5/14/21

Supplier

DMT Solutions Global dba BlueCrest
 37 Executive Dr.
 Danbury
 CT, 06810
Phone: 877-406-7704
Email: Karen.conlan@bluecrestinc.com

Shipping Details

Ship FOB: Destination, Prepaid
Shipping Instructions: Ship to Ordering Agency

Bill To Address

Bill to Ordering Agency

Ship To Address

Ship to Ordering Agency

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Mailing Equipment, awarded pursuant to State of Arizona Master Agreement ADSP016-00006328, issued as a cooperative contract in conjunction with NASPO

ValuePoint. This Contract is issued on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327 and shall be for the period noted above. It may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the RFP.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Karen Conlan

Phone: 877-406-7704

E-mail: Karen.conlan@bluecrestinc.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this PADD will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This PADD, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This PADD
2. State of Arizona's original sourcing event, ADSP016-00006328
3. The Contractor's signed Proposal

Signature: Joseph Nelson

Signed By: Joseph Nelson Digitally signed by Joseph Nelson
Date: 2020.07.24 08:04:19 -06'00'

BlueCrest Sales and Maintenance Agreement Terms

These terms apply to any transaction you enter into with DMT Solutions Global Corporation d/b/a BlueCrest (hereinafter "BlueCrest") for the purchase or other acquisition of equipment manufactured by BlueCrest or a third party ("Equipment"), and (unless otherwise provided herein) maintenance and emergency repair services for such Equipment ("Maintenance Services"). Other provisions, such as software license and maintenance agreement terms, may also apply, depending on your transaction. Separate agreements will cover other software products and services. Please read these provisions carefully as they constitute part of your agreement with BlueCrest.

1. Definitions

"Agreement" – the Order and any terms referred to or attached to the Order.

"Order" – the executed order between you and BlueCrest for the products covered by the order.

"Installation" – The date Equipment or products sold under this Agreement are made available for use in production.

"You," "Your," or "Client" – the entity identified on the Order.

"BlueCrest" – DMT Solutions Global Corporation d/b/a BlueCrest.

2. Fees

a. **Equipment Fees.** Client will pay the fees specified in the Order and any applicable taxes, within thirty (30) days from the date of BlueCrest's invoice. Client will pay a late charge of one and a half percent (1.5%) per month on any fees not paid by the due date. Client agrees to provide accurate information about base and measured usage rates to BlueCrest. If the information is not accurate, BlueCrest reserves the right to estimate such usage and make adjustments based on actual usage on the Client's next invoice.

b. **Equipment Maintenance Fees.** If the Order specifies the purchase of Maintenance Services, Client will pay the fees for the initial term of one (1) year from the date of installation ("Initial Term"), and any Renewal Period(s) as defined below, upon receipt of BlueCrest's invoice. The fees will be reviewed on an annual basis, and BlueCrest will notify Client in writing of any price increase not less than thirty (30) days prior to the beginning of the Renewal Period. Upon receipt of such notice, Client will have thirty (30) days to reject such increase. If such increase is rejected, the parties will have thirty (30) days from the date of rejection to mutually agree upon a price for the upcoming year. In the event that such negotiation period expires without agreement and BlueCrest is still providing services to Client, Client will be responsible for paying the monthly fee to BlueCrest at the new price until resolution is achieved. In the event there is no agreement as to price, BlueCrest will terminate Maintenance Services. BlueCrest will not be obligated to provide any Maintenance Services before receiving full payment of any applicable invoice.

c. **Volume Overage Fees.** If the Order specifies the purchase of Maintenance Services, BlueCrest will invoice Client for additional fees that result from annual cycle volume overages according to the maximum number of annual cycles per MPS/APS, Flowmaster/FPS/MSE/Rival Inserting System noted on the Order. The overage rate for a MPS/APS, and Flowmaster/FPS/MSE/Rival Inserting System is .00175 cents and .00225 cents per cycle, respectively. The number of annual cycles is determined by measuring complete cycles and not individual page counts. If an annual cycle amount is not specified then the following standard annual cycle limits will apply per inserter: MPS/APS 18 million cycles, Flowmaster 8 million cycles, FPS/MSE 4 million cycles and Rival 1.5 million cycles.

d. **Taxes.** The fees do not include, and Client is responsible for paying, any charges and taxes which may be imposed or levied upon the sale, purchase, operation, value, possession or use of the Equipment or Maintenance Services, excluding taxes on or measured by BlueCrest's net income, unless Client provides BlueCrest with a valid tax exemption, direct pay or resale certificate.

e. **Late Fees.** To the extent BlueCrest is required to enforce its rights under this Agreement, it may recover all expenses, including reasonable attorneys' fees and interest to the maximum extent permitted by law.

f. **Suspension of Services.** BlueCrest reserves the right to suspend any services during any period in which the Client's account under this or any other agreement with BlueCrest (including any other division or affiliate of BlueCrest) is more than thirty (30) days past due.

3. **Terms For Customized Equipment.** In the event that BlueCrest will customize Equipment for Client ("Customized Equipment"), after the Order is executed, BlueCrest and Client will mutually agree on a design sample, which will represent the form Client will use with the Customized Equipment and contain accurate marks showing where the dash marks, fold style, and fold lines will be placed (the "Original Design Sample"). Once the Equipment is designed, BlueCrest will notify Client as to the additional quantities of the

Original Design Samples it will require at least 60 days before the date on which Client expects delivery, and Client will provide such forms in the quantities needed. Any modifications to the Original Design Sample may require BlueCrest to modify the Customized Equipment design. To the extent Client makes changes to the Original Design Sample and BlueCrest can accommodate such changes, Client will be charged for the cost of the redesign. If BlueCrest needs to modify the Original Design Sample, there may be a delay in delivery as well as an increase in cost. If such Client directed modifications cannot be made, Client will be required to reimburse BlueCrest for costs incurred in preparing the Customized Equipment according to the Original Design Sample, even if Client does not take delivery of such Equipment. If Client modifies the Original Design Sample after delivery of the Customized Equipment, and, in BlueCrest's judgment, the modification will increase BlueCrest's warranty or Maintenance Service costs, BlueCrest reserves the right to suspend the warranty and Maintenance Services and negotiate new terms with Client. In any event that Client does not take delivery of the Equipment and if a down payment has been made, BlueCrest may retain the portion of such payment as is necessary to recoup its non-recoverable costs in customizing and manufacturing the Equipment.

4. **Equipment Maintenance.** Should Client choose on-call maintenance, as specified on the Order, BlueCrest will provide Maintenance Services for the Equipment (excluding software) that Client identifies on the Order ("Covered Equipment") during the Initial Term or any Renewal Period (collectively, the "Maintenance Services Term"). If Client does not choose on-call maintenance in this Order, Client may call 1-800-522-0020 for service options during Normal Working Hours and subject to the then current BlueCrest service rates and the terms and conditions set forth in this Agreement.

a. **Obtaining Service.** Client may call for Maintenance Services on the Covered Equipment during the hours of 8am-5pm local time, Monday through Friday, excluding BlueCrest holidays ("Normal Working Hours").

b. **Repair Service.** If BlueCrest determines that repair service is necessary, it will provide such repair via on-site or remote service. If the equipment is Covered Equipment under warranty, and BlueCrest needs to take the Equipment back to its facility, BlueCrest will be responsible for all transportation costs. Repair service for normal wear and tear of Covered Equipment (excluding software) may include the use of new (or equivalent to new) parts and assemblies. Lubricants and other materials needed to service Covered Equipment, except consumable supplies, are provided without additional charge. Parts or assemblies for discontinued Covered Equipment (and Covered Equipment not marketed as new) will be provided only if available. Not included as normal wear is coverage for repairs made necessary due to Client negligence, misuse, external forces, loss of electrical power, power fluctuation, non-BlueCrest service or the use of supplies not meeting BlueCrest's specifications. If remote service is not successful, then a BlueCrest service representative will be sent to Client's location. No hourly charges will be incurred for on-site or remote service on Covered Equipment unless service is performed outside Normal Working Hours. Repair service covers the repair of equipment as noted above and does not include operator assistance, operator adjustments or material related failures.

c. **Replacement Equipment.** If Client wants to replace any of its Covered Equipment or to have additional equipment designated as Covered Equipment, adjustments will be made by mutual agreement. If Client does not want to continue coverage on new replacement equipment, any further Maintenance Services will be subject to BlueCrest's then-current rates.

d. **Client Self-Service Maintenance.** BlueCrest WILL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY CLIENT OR ANY THIRD PARTY, CAUSED BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY CLIENT.

e. **Nonsolicitation.**

Client agrees that during the term of equipment maintenance under this Agreement and for a period of six (6) months after termination for any reason, it will not hire, solicit or entice, for employment any BlueCrest employee who is or has provided Maintenance Services at any time under this Agreement, provided, however, that the foregoing will not prevent Client from (a) employing any such employee where the first contact between it and the employee with regard to employment is made by the employee on his or her own initiative without any direct or indirect solicitation by or encouragement from Client, (b) placing any public advertisement or general solicitation that is not targeted at any such employee specifically or employees of BlueCrest generally (a "General Solicitation") or (c) hiring any such employee where the first contact between Client and the employee with regard to employment is made by the employee on his or her own initiative in response to a General Solicitation and without any other direct or indirect solicitation or encouragement from Client. The provisions of this section 4e will survive termination of this Agreement as necessary to affect its purpose. If Client is in violation of this section 4e, Client will compensate BlueCrest with a one-time settlement fee of fifty thousand dollars (\$50,000) per occurrence.

5. Equipment Maintenance Term.

a. Initial Term. For the Initial Term, BlueCrest will provide Client with Maintenance Services as specified on the Order.
b. RENEWAL PERIOD(S). UNLESS SUCH RENEWAL IS PROHIBITED BY APPLICABLE STATE LAW, MAINTENANCE SERVICES WILL AUTOMATICALLY RENEW FOR CONSECUTIVE (1) ONE-YEAR TERMS (EACH, A "RENEWAL PERIOD"), UNLESS TERMINATED IN WRITING BY EITHER PARTY AT LEAST SIXTY (60) DAYS PRIOR TO THE RENEWAL DATE OF SUCH TERM. If Client intends not to renew, it must deliver a written notice (the "Termination Notice") via certified mail to BlueCrest at the following address: 37 Executive Drive, Danbury, CT 06810, and Attention: Client & Order Management. If BlueCrest intends not to renew, it will deliver a Termination Notice to Client via certified mail at the address on the Order. IN THE EVENT CLIENT ELECTS TO TERMINATE MAINTENANCE SERVICES WITHOUT CAUSE PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR RENEWAL PERIOD, NO PRO-RATA REFUND WILL BE PROVIDED, EVEN IF ANY PREPAID HOURS OF SERVICE HAVE NOT YET BEEN PERFORMED BY BLUECREST.

6. Warranties.

a. Client Warranties. Client represents and warrants that: (i) it is financially solvent and is able to pay for the Equipment and Maintenance Services contemplated by this Agreement; and (ii) it is using the Equipment for business and commercial purposes and not for personal, family or household use.

b. BlueCrest Equipment Warranty.

(i) Except as explained further below, BlueCrest warrants to Client that Equipment will be free from manufacturing defects in material and workmanship ("Manufacturing Defect(s)") and that it will perform according to BlueCrest's specifications for ninety (90) days from the date of delivery or if installed by BlueCrest, then ninety (90) days from the date of Installation ("Warranty Period"). For console inserting systems, the Warranty Period will run for ninety (90) days from the date of delivery or if installed by BlueCrest, then ninety (90) days from the date of Installation, or until the system reaches BlueCrest's Equipment usage limits, whichever occurs first.

(ii) Warranty Exclusions. BlueCrest does not assume a warranty obligation for consumable parts or supplies such as print heads and ink or for parts worn out due to extraordinary use of the Equipment or use inconsistent with manufacturer's specifications. This warranty excludes: (a) preventative maintenance, routine service and normal wear and tear; (b) Equipment serviced, repaired or refurbished by persons not certified by BlueCrest to perform such service and repair; (c) damage to the Equipment caused by use of spare parts or supplies not supplied by BlueCrest; (d) damage to Equipment caused by not using the procedures authorized by BlueCrest; or (e) damage caused by integrating Equipment with products or processing equipment of companies other than BlueCrest or its wholly-owned subsidiaries. For this warranty to be valid, Client must operate the Equipment in accordance with BlueCrest's specifications including, without limitation, under suitable temperature, humidity, line voltage, and any other BlueCrest specified environmental conditions and only if Client uses reasonable care in handling, operating, and maintaining the Equipment and uses the Equipment only for the purpose for which it was designed. Client supplied materials such as paper, insert and envelopes must meet BlueCrest and machine specifications.

(iii) Services Warranty. BlueCrest warrants that any services provided pursuant to this Agreement will be performed in a professional and

workmanlike manner.

(iv) Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BlueCrest DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES FOR EQUIPMENT AND SERVICE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(v) Third Party Equipment. BlueCrest makes no warranty of any kind as to the Equipment sold hereunder but manufactured by a third party. BlueCrest agrees to pass through to Client all third party warranties it receives on such Equipment to the extent such warranties are transferable. Further, any Maintenance Services performed by BlueCrest will not include maintaining such Equipment.

7. Limitation on Liability.

a. BlueCrest'S TOTAL LIABILITY IS LIMITED TO THE FEES PAID BY CLIENT TO BlueCrest FOR THE APPLICABLE EQUIPMENT OR SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
b. BlueCrest WILL HAVE NO LIABILITY FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR NEGLIGENT ACTS OR OMISSIONS, OR YOUR MISUSE OF THE EQUIPMENT.
c. BlueCrest WILL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND RELATED TO THIS AGREEMENT, EVEN IF BlueCrest HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Support Services. If Client requests that BlueCrest provide services such as installation, maintenance, training, consulting, systems integration and data conversion or other similar support services ("Support Services"), charges for such services are in addition to the price of the Equipment, unless otherwise specified in the Order. Client's obligation to pay for Support Services is a binding obligation and will survive any termination of this Agreement for whatever reason.

9. Leases or Rentals. Additional terms and conditions apply to leases or rentals of Equipment and leases and rentals are subject to a lease or rental agreement, as the case may be, and must be entered into separately.

10. Delivery; Installation; Risk of Loss; Binding Order; Returns.

a. Delivery. Except as otherwise stated in the Order, Client will pay all costs for transporting the Equipment from BlueCrest's facility to the location designated in the Order. BlueCrest will make commercially reasonable efforts to deliver the Equipment on the delivery date in the Order, but cannot guarantee a specific date.

b. Installation. Client must provide a suitable power source, access, and space for installation according to BlueCrest's specifications. Client must give BlueCrest advance notice of any site problems.

c. Title; Risk of Loss. Title to the Equipment and risk of loss to the Equipment and any embedded software will pass to Client upon delivery to the location in the Order.

d. Binding Order. The Order will become binding upon Client at the earliest of the following: (i) the date the Equipment is shipped to Client; (ii) the date Client executes the Order, or (iii) the date on which BlueCrest receives the first installment payment if the Equipment is to be paid for in installments. After the date the Order has become binding upon Client, there will be no refund of any deposit made by Client to BlueCrest.

e. Returns. Unless the Equipment fails to conform to the express warranties set forth herein, the Equipment will not be returned to BlueCrest.

11. Security Interest. Client hereby grants BlueCrest a purchase money security interest in the Equipment and in any and all replacements and substitutions therefor, as well as in any proceeds from the sale of such Equipment, for the purpose of securing payment of any balance due hereunder. BlueCrest has the right to recover the Equipment if Client has not paid for it. BlueCrest may file a copy of this Agreement as a financing statement with the appropriate State authorities.

12. Force Majeure. Neither party will be held responsible or incur any liability for any delay or failure to perform any part of the this Agreement if such delay or failure results from causes beyond its control, including, but not limited to, fire, flood, explosion, acts of terrorism, war, labor disputes, embargo, civil or military authority, natural disaster, judicial or governmental action or requirement, or acts of God.

13. Assignment. Neither party may assign this Agreement or Order including by operation of law without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any attempted assignment without consent will be without force and effect. Notwithstanding the foregoing, BlueCrest may assign this Agreement without Client consent to an entity that acquires substantially all of the assets or business of BlueCrest, through sale, merger, consolidation, or otherwise.

14. Export Laws. Client agrees: (i) to comply with all applicable U.S. export control laws and regulations; (ii) that all products and technologies received hereunder will only be exported, re-exported or transferred, directly or indirectly, in accordance with these laws and regulations; (iii) that it will not export, re-export, or transfer, directly or indirectly, any products and technologies received hereunder to any destination or to any person if this would be prohibited, in whole or in part, by any U.S. law or regulation or would otherwise be prohibited by any U.S. Government entity or agency; and (iv) to immediately notify BlueCrest in writing if it or one of its affiliates is or becomes listed in any Denied Parties List or if its export privileges or the export privileges of any of its affiliates are denied, suspended or revoked, in whole or in part, by any U.S. Government entity or agency.

15. Entire Agreement. This Agreement, including the Order and all attached exhibits, is the sole and complete agreement between the parties and will not be modified or amended except by a writing signed by all parties. However, software including embedded software provided hereunder is subject to BlueCrest's software license terms. BlueCrest does not accept and will not be subject to any terms and conditions in Client's purchase order, acknowledgement, or any other form, and any such provisions will be deemed rejected.

16. Waiver; Severability; Survival; Governing Law. No waiver of any breach of any provision of this Agreement by any party or the failure of any party to insist on exact performance will constitute a waiver of any other breach of performance of the same or any other provision hereof. If any provision of this Agreement will be or become invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remaining provisions of this Agreement. The provisions of this Agreement which by their meaning and effect are meant to survive the termination or expiration of this Agreement, will so survive. This Agreement will be governed by, construed and interpreted in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.

17. Notices; Electronic Delivery. Notices given under this Agreement may be in writing and delivered by first class, certified mail as follows: To BlueCrest, 37 Executive Drive, Danbury, CT 06810, Attention: President, BlueCrest; and a copy to Attention: Legal Department, at the same address. BlueCrest may deliver any notice and other communication to you under this Agreement by email via the email address that is then on file for you. You consent to the delivery of any such notice and other communication via email.

CLARITY™

The following terms and conditions apply solely with respect to Equipment provided to Client in connection with a maintenance agreement with Clarity™ Advisor services or a subscription to any Clarity™ solution as identified on the Order (such Equipment, the "Clarity Hardware") and are in addition to those provided in the Agreement. In the event of a conflict between the terms herein and the Agreement, with respect to the Clarity Hardware, the terms herein will control.

- 1) Title and Risk of Loss.** Title to the Clarity Hardware will remain with BlueCrest. Risk of loss with respect to such Clarity Hardware will be with the Client while the Equipment is in its possession. Client will exercise reasonable care with respect to the Clarity Hardware and use the Clarity Hardware solely for its intended purpose. Upon request by BlueCrest, Client will promptly return the Clarity Hardware to BlueCrest or provide access for, disconnection and return of such Clarity Hardware.
- 2) Consent to installation and configuration.** Client consents to the Clarity Hardware being installed on its premises and connected to the network applicable to the in-scope machines. Client further agrees that

it has reviewed the Clarity™ architecture and security governance materials previously provided to Client and agrees to the requirements set forth therein. In addition, Client consents to the in-scope machines being configured to enable communication with the Clarity Hardware.

SORTER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

The following terms apply only if you purchase a Sorter from BlueCrest and are in addition to the terms set forth in

THIS SORTER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT ("Sorter License Agreement") is between **BlueCrest** and You ("**Licensee**") with BlueCrest or one of its affiliates relating to one or more of the imbedded sorter software products named on the Order. The Sorter License Agreement is for software imbedded in a Sorter purchased from BlueCrest ("Operating Software") and/or any software licensee may elect to license in connection with such Sorter ("Application Software"). Application Software includes, but is not limited to, Fast Forward, Clear Scan, OCR, AddressScript, and UMove. The terms of this Sorter License Agreement are in addition to, and do not supersede, the terms of the Agreement, except that, with respect to the BlueCrest Software (as defined in Section 1.1 below), this Sorter License Agreement does supersede those portions of the Agreement that refer expressly to software (other than those portions that relate to financing with respect to the Licensed Software). In the event of a conflict between the terms of this Sorter License Agreement and the Agreement with respect to the BlueCrest Software, the terms of this Sorter License Agreement will control. LICENSEE'S SIGNATURE ON THE ORDER, OR USE OR CONTINUED USE OF THE BlueCrest SOFTWARE, CONSTITUTES LICENSEE'S AGREEMENT TO THIS SORTER LICENSE AGREEMENT.

1 LICENSE

1.1 License Grant and Term: BlueCrest grants to Licensee, pursuant to, and subject to Licensee's compliance with, the terms and conditions set forth in this Sorter License Agreement and subject to payment of all applicable license fees relating to the Operating and Application Software (collectively "BlueCrest Software"), and Licensee accepts a non-exclusive, non-transferable license to use the BlueCrest Software for the Term (the "**License**"). **Term:** Unless terminated as provided herein, the term of the License for the BlueCrest Software will commence on the equipment delivery date and will continue for a

period of one (1) year. Thereafter, this Sorter License Agreement will be renewed automatically for additional one (1) year periods unless either party gives written notice of its intention not to renew no less than ninety (90) days prior to the anniversary date. In the event Licensee elects to terminate this Sorter License Agreement without cause prior to the expiration of the then-current one (1) year term, no pro-rata refund will be provided.

Application Software provided hereunder requires Licensee to provide testing materials to the United States Postal Service ("USPS") for purposes of ensuring MERLIN compliance. BlueCrest assumes no liability for Licensee's failure to obtain USPS approval.

1.2 Software Use: Licensee is authorized to use the BlueCrest Software solely for its own internal operations on the sorter indicated in the Order, this Sorter License Agreement or any applicable Statement of Work or similar agreement between BlueCrest and Licensee with respect to the BlueCrest Software.

1.3 Backup Copies: Licensee will have the right to make no more than one copy of the BlueCrest Software solely for backup and archival purposes and exclusively for Licensee's internal use provided that such copies include all original copyright and other proprietary notices.

1.4 Fees: Commencing on the equipment delivery date, Licensee will pay to BlueCrest the license and maintenance charges described in the Order or if applicable, Exhibit C attached hereto. For any Software Maintenance (as defined in Exhibit A) provided after the first year, pricing will be reviewed on an annual basis. In the event Software Maintenance is terminated by Licensee, Licensee's license rights hereunder will also terminate.

BlueCrest will invoice Licensee for annual license and maintenance charges (or for any *pro rata* portion thereof) on the delivery date and on each subsequent anniversary thereof. Any invoice not paid within thirty (30) days of such timeframe will carry a late charge at the rate of 1.5% per month from the date such payment is due until paid in full. If Licensee upgrades to a new release, *i.e.*, major enhancements and/or new functionality of the programs licensed by BlueCrest, the Software Maintenance services provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder.

If AddressScript™ software is licensed hereunder; advance purchase of blocks of clicks (11-digit finalized answers) is required. Licensee's initial purchase of clicks will be set forth in the Order. Licensee agrees to purchase all such clicks from BlueCrest. Licensee further understands that if it purchases or otherwise acquires clicks from any other source, Licensee's license will be terminated and BlueCrest may seek remedies hereunder.

2 WARRANTY

2.1 Warranty: BlueCrest warrants during the Warranty Period that the BlueCrest Software will conform to all substantial operational functions of the BlueCrest Software described in any documentation provided if installed and used in the operating environment specified therein. The "**Warranty Period**" for the BlueCrest Software is ninety (90) days from the date of delivery. If the BlueCrest Software does not so conform during the Warranty Period, BlueCrest will, at its option, (i) repair the BlueCrest Software or (ii) replace the BlueCrest Software. This warranty is void if the BlueCrest Software fails to perform as a result of accident, misuse, or due to use with hardware, software programs or non-qualifying databases of any party other than BlueCrest. To the extent that the BlueCrest Software requires current data to operate in accordance with the documentation, if Licensee does not obtain and install any necessary current data, this warranty is void.

2.2 Warranty Limitation: EXCEPT AS HEREIN SPECIFICALLY PROVIDED, THE BLUECREST SOFTWARE IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BLUECREST DOES NOT WARRANT THAT THE FUNCTION CONTAINED IN THE BLUECREST SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE BLUECREST SOFTWARE OR ANY DATABASE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE.

3 PROPRIETARY RIGHTS

3.1 Ownership of BlueCrest Software. The BlueCrest Software and Materials, and all materials relating thereto (collectively, the "**BlueCrest Materials**") are proprietary to BlueCrest and/or its licensors and suppliers and will remain the sole and exclusive property of BlueCrest and/or its licensors and suppliers. The BlueCrest Software and Materials are protected by United States copyright and international treaty provisions. Licensee will not sell, transfer, publish, disclose, distribute, display, copy, use or otherwise make available the BlueCrest Materials or copies thereof to others except as expressly permitted in this Sorter License Agreement. Licensee will not remove, disfigure or alter any of the proprietary notices or trademarks incorporated into the BlueCrest Materials.

3.2 Security. Licensee will not sell, transfer, publish, disclose, display, or otherwise make available any BlueCrest Software or copies thereof to others. Licensee acknowledges that the BlueCrest Software is a trade secret of BlueCrest or of the third parties under whose license BlueCrest provides the BlueCrest Software. Licensee agrees to secure and protect the BlueCrest Software and copies thereof in a manner consistent with maintenance of BlueCrest' rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder.

3.3 No Decompiling. Licensee agrees not to: (a) disassemble, decompile or otherwise reverse engineer the BlueCrest Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the BlueCrest Software; (b) alter or modify the BlueCrest Software or Materials or create derivative works therefrom; or (c) allow or assist others to do any of the foregoing. All rights in derivative works created by Licensee will be deemed to be the property of and owned by BlueCrest or the Third Party provider who provided such content.

4 SOFTWARE MAINTENANCE

4.1 Software Maintenance: Software maintenance for the Operating Software will be provided as part of your equipment warranty and/or equipment maintenance. Software Maintenance for Application Software is available at an additional charge for as long as BlueCrest makes such Software Maintenance generally available to its licensees of the BlueCrest Software.

5 LIABILITY

5.1 Limitation of Liability: BlueCrest'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY WILL BE THE REPLACEMENT OF ANY BLUECREST SOFTWARE. IF BLUECREST IS UNABLE TO DELIVER SUCH A REPLACEMENT, LICENSEE MAY TERMINATE THIS SORTER LICENSE AGREEMENT BY RETURNING THE BLUECREST SOFTWARE, AND THE LICENSE FEE FOR ANY UNUSED PERIOD WILL BE REFUNDED. LICENSEE AGREES THAT BLUECREST'S LIABILITY FOR USE OF THE BlueCrest SOFTWARE BY LICENSEE OR ANY THIRD PARTY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OF WARRANTY, OR OTHERWISE, WILL NOT EXCEED AMOUNTS PAID BY LICENSEE FOR THE PARTICULAR BLUECREST SOFTWARE.

5.2 Excluded Damages: IN NO EVENT WILL BLUECREST BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS, ARISING OUT OF THE USE OR PERFORMANCE OF SUCH BLUECREST SOFTWARE, EVEN IF BLUECREST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6 TERMINATION

6.1 Termination: This Sorter License Agreement will terminate automatically if any term of this Sorter License Agreement, or Order is violated by Licensee. Termination of the license will be in addition to, and not in lieu of any other legal or equitable remedy available to BlueCrest.

6.2 Injunctive Relief: Licensee acknowledges that any breach of its obligations under this Sorter License Agreement with respect to BlueCrest's or a third party's proprietary rights or confidential information will cause BlueCrest and/or such third party irreparable injury for which there exists no adequate remedies at law, and therefore BlueCrest will be entitled to injunctive relief, without the posting of any bond, in addition to all other remedies provided by this Sorter License Agreement or available at law.

6.3 Survival: The following will survive termination of this Sorter License Agreement: Sections 1.4, 2.2, 3, 5, 6.2, 6.3, 7 and 8.

7 MISCELLANEOUS

7.1 Binding Effect; Assignment: This Sorter License Agreement will be binding on and inure to the benefit of parties hereto and their respective successors and permitted assigns. Licensee may not assign this Sorter License Agreement or assign, sublicense or transfer any of its rights hereunder without the prior written consent of BlueCrest. In addition, for certain Application Software, the Third Party Content Provider may have to consent to the assignment of any licenses provided hereunder and an additional fee may apply.

7.2 Third Party Content: Various third party software and other documentation ("**Third Party Content**") may have been incorporated into the BlueCrest Software and/or the Materials by BlueCrest under permission from BlueCrest's licensors and suppliers. Certain Third Party Content provided hereunder requires Licensee be certified by the United States Postal Services. Licensee's failure to obtain such certification will not impact Licensee's obligation to pay to BlueCrest fees due hereunder. In addition, certain Third Party Content requires Licensee to agree to additional terms of use set forth on Exhibit B hereto. If BlueCrest's license to any Third Party Content terminates, Licensee agrees: (a) that the Order and all other agreements related thereto (e.g. equipment or software maintenance agreements) will remain in full force and effect in accordance with their terms; (b) to discontinue and/or return the terminated Third Party Content upon notice from BlueCrest; and (c) that BlueCrest will have no further obligation with respect to such Third Party Content.

8 ENTIRE AGREEMENT: This Sorter License Agreement, the Order, the Agreement, any related statement of work, application design agreement or similar document signed by both BlueCrest and Licensee, and any other agreement between BlueCrest and Licensee expressly referred to herein contain the entire agreement of the parties with respect to the subject matter hereof and will supersede any and all prior agreements, understandings, promises, representations or warranties made by one party to the other, whether

oral or in writing, concerning the subject matter contained herein or the terms or conditions applicable hereto.

EXHIBIT A TO SORTER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

If Licensee has elected to purchase maintenance from BlueCrest, or has included maintenance in its lease payments to BlueCrest, for software licensed hereunder ("Software Maintenance"), the following terms and conditions will apply:

1. Services Provided. BlueCrest will provide the following support services:
 - (a) Error Correction. BlueCrest will attempt to correct documented errors in the Software. Errors must be reported to BlueCrest within a reasonable time and must be repeatable by BlueCrest. BlueCrest will, as expeditiously as possible, use its best efforts to correct such errors, or to provide a software patch or bypass around such error. No warranty is made that all errors can or will be corrected. Licensee will provide BlueCrest with reasonable direct and/or remote access to Licensee's equipment, the Software and all relevant documentation and records, and will provide such reasonable assistance as BlueCrest may request, including, but not limited to, providing sample output and other diagnostic information.
 - (b) Updates. BlueCrest will provide Licensee, at no additional cost, error corrections, modification or minor enhancements (herein called "Updates") for the Software when such Updates are developed or published by BlueCrest and made generally available to other licensees of the Software. All Updates will become part of the Software and will be subject to the terms of this Sorter License Agreement. Any new products developed or published by BlueCrest will be offered to Licensee at BlueCrest's then current rates. Determination of whether specific software programs are Updates or new products will be made solely and exclusively by BlueCrest.
 - (c) USPS Address Data Directory. BlueCrest will provide Data Directory updates to be installed by you on a bi-monthly basis to satisfy USPS requirements.
 - (d) Sorting Software. BlueCrest will provide Sorting updates to Licensee as required by the USPS, including all postal rates and classification changes
 - (e) Telephone Support Service. BlueCrest will provide twenty-four (24) hours a day, seven (7) days a week, to discuss technical and operational issues pertaining to Software.

EXHIBIT B TO SORTER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

The following terms apply if Licensee licenses certain third party Application Software hereunder. Software provided by Firstlogic, Inc. and/or its successors and assigns is subject to the following additional terms and conditions.

Directories. Due to United States Postal Service regulations, Licensee, depending on which Licensed Product is being used, must use a current Zip+4 directory ("Directory") to operate the Licensed Software within the mail transport product. The Licensed Software will not operate without a current Directory which is compatible with the Licensed Software. BlueCrest, on behalf of Firstlogic and/or its successors and assigns, supplies updated Directories on an annual basis to Licensees for whom such service is subscribed and for whom the annual Software Maintenance fee set forth in the Order is timely paid. In order to continue receiving the Directory updates, the Software Maintenance must be renewed each year and another annual Software Maintenance fee paid to BlueCrest. During the term of this Sorter License Agreement, BlueCrest will supply Directory updates to each Licensee for such periods for which the applicable Annual Subscription Fees are received by BlueCrest. PAYMENT OF THE APPLICABLE ANNUAL SUBSCRIPTION FEES FOR EACH LICENSEE IS REQUIRED TO OPERATE THE LICENSED SOFTWARE WITHIN THE LICENSEE APPLICATION.

USPS Terms – DPV/LACS and SuiteLink Product

The following terms apply solely to Your use of the United States Postal Service ("USPS") data that is provided under license from BlueCrest.

Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

- a) The delivery point validation (the "DPV Product"), LACSLink and SuiteLink and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the "USPS Data") are confidential and proprietary to the USPS and will remain the property of USPS. You will maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.
- b) You are prohibited from: (i) modifying, improving, correcting, or enhancing the USPS Data in any way; (ii) combining the USPS Data, or any portion thereof, with other information, data, software or the like to create any derivative product of the USPS Data; or (iii) making or reducing to practice any invention, idea or concept, whether patentable or not, on or relating to the USPS Data, or any portion thereof, without the prior written approval of USPS.

2. Licensee Responsibilities.

- (a) Operation. Licensee is responsible for properly managing and operating the Software.
 - (b) Modifications by Licensee. In no event will BlueCrest be responsible to correct any errors or damages resulting from Licensee's unauthorized changes or modifications of the Software.
 - (c) Uninstalled Updates. Support services will only be offered with the most current version of the Software. BlueCrest will not be responsible for correcting any alleged error if the Licensee has failed to incorporate any Update, which has been made available by BlueCrest.
- #### 3. Charges for Maintenance and Support.

- (a) Commencing on the equipment delivery date, Licensee will pay to BlueCrest the maintenance charges described in the Sorter License Agreement to which this is an exhibit. Pricing will be reviewed on an annual basis.
- (b) In the event maintenance is not included in Licensee's lease payment to BlueCrest, BlueCrest will invoice Licensee for annual maintenance charges (or for any *pro rata* portion thereof) on the delivery date and on each subsequent anniversary thereof. Any invoice not paid within thirty (30) days of such timeframe will carry a late charge at the rate of 1.5% per month from the date such payment is due until paid in full.
- (c) If Licensee upgrades to a new release, *i.e.*, major enhancements and/or new functionality of the programs licensed by BlueCrest, the Software Maintenance services provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder.

Software provided by Computech Corporation and/or its successors and assigns is subject to the following additional terms and conditions.

Dongles. Computech Corporation reserves the right to include a deactivation device ("dongle") in each copy of the CARS II Software. If included, the dongle will prevent the use of such CAR II Software until Computech furnishes the key which will activate the CARS II Software. Dongles are the property of Computech Corporation and are used to prevent unauthorized copying or use of the CARS II Software. Dongles may not be transferred between Licensee unless the corresponding software is transferred under the terms of this Sorter License Agreement. Dongles remain the property of Computech and must be returned by Integrator to Computech upon expiration/termination of each Licensee account.

- c) You will not: (i) use the USPS Data or any of its technology to compile a list of delivery points not already in Your possession or to otherwise create a mailing list or portion thereof; (ii) rent, sell, distribute or otherwise provide any of your proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the USPS Data; or (iii) in addition to the foregoing, use SuiteLink for any purposes other than for improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other item that will be delivered by USPS.
- d) You are not permitted to export the USPS Data outside the United States or its territories.
- e) You agree and acknowledge that USPS retains all right, title and interest in the USPS Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.

f) The USPS will be a third party beneficiary with respect to the license to the USPS Data granted hereunder and thereby will have the right to directly enforce against You the restrictions with respect to the USPS Data set out herein.

g) NEITHER BLUECREST NOR THE USPS WILL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE USPS DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.

h) To satisfy USPS requirements THE DPV PRODUCT WILL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS LICENSE. BlueCrest will document all disabling devices to You. In the event You encounter the "Stop DPV Processing" function, You will contact BlueCrest in order to restore DPV processing capability. BlueCrest will immediately notify USPS of Your name and address. At the sole discretion of the USPS, BlueCrest may not have the right to restore Your DPV processing capability.

i) Notwithstanding any provision set out in the Agreement regarding any limitation of liability, You will promptly reimburse BlueCrest to the full amount of any damages or other claims that BlueCrest is required to pay, and will otherwise hold BlueCrest harmless from demands, costs and damages paid to third parties, which are a result of Your failure to comply with any of the obligations set out in these provisions.

j) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the USPS Data is not licensed on a perpetual basis, and may only be licensed for the limited term set out in the applicable order. You may elect to renew Your term license the USPS Data to the extent BlueCrest continues to offer a license to the USPS Data, for an additional term upon payment of the applicable renewal fees. BlueCrest will have the right to terminate Your license to the USPS Data if (i) the USPS cancels BlueCrest's right to distribute the USPS Data, (ii) You are in breach of any of the foregoing provisions; or (iii) the Agreement or Order is terminated.



MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

Led by the State of Arizona

Master Agreement #: CTR044595

Contractor: **BLUECREST**

Participating Entity: **STATE OF ARIZONA**

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the property offered under the NASPO ValuePoint **Mailing Equipment and Services** solicitation led by the State of **Arizona**. The following products or services are included in this contract portfolio: All products and accessories listed on the Contractor page of the NASPO ValuePoint website..
2. **Participation:** All State governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint Master Price Agreement. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivisions created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchasing orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	DMT Global Solutions dba BlueCrest
Address:	37 Executive Dr. Danbury, CT 06810
Telephone:	(877) 406-7704
Fax:	N/A
Email:	Karen.Conlan@bluecrestinc.com



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Participating Entity

Name:	Joseph Nelson
Address:	304 N 8 th St. Rm 403
Telephone:	208-332-1602
Fax:	208-327-7320
Email:	Joseph.nelson@adm.idaho.gov

4 PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD20210480:

- 4.1 Amendments: Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD20210480 unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PADD20210480.
- 4.2 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD20210480 and all orders issued under the PADD20210480 by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD20210480 shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD20210480 is held to be invalid or unenforceable by a court, the remaining terms of this PADD20210480 will remain in full force and effect. Except to the extent the provisions of the PADD20210480 are clearly inconsistent therewith, the PADD20210480 shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
- 4.3 Administrative Fee and Quarterly Usage Report: The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor may raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor must remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount



MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

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equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales

***For Example:** If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor must also furnish summary and detailed usage reports , attached as **Attachment E. Usage Reports** must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form. In the event the State implements an online reporting tool in the future, Contractor agrees to utilize any new method of reporting quarterly usage.

Reporting Time Line (Fiscal Year Quarters):		Fee and Report Due:
1 st Quarter	July 1 - Sept 30	October 31st
2 nd Quarter	Oct 1 - Dec 31	January 31st
3 rd Quarter	Jan 1 - Mar 31	April 30 th
4 th Quarter	Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075**

4.4 Subcontractors: All contactors, dealers, and resellers authorized in the State of *Idaho*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

a. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this 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.

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- b. Lease Agreements: Equipment Lease, Purchase and Meter Rental Agreements are authorized in accordance with the terms of NASPO Master Price Agreement number: ADSPO16-169901 and its associated exhibits, attachments and addendums. The Master Mailing Equipment Lease Agreement, attached as **Attachment A**, is the only lease agreement that will be used for equipment leased under this PADD20210480.
- c. Placing Orders: All orders under this PA are to be made out to and processed by Blue Crest and must be accompanied by a completed Placement Order Form, attached as **Attachment B**. Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this 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.
- d. Software Licenses: Software subscription terms and Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Blue Crest.
- e. Termination for Convenience: The State may terminate this Contract for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days written notice to the Contractor specifying the date of termination if the State determines it is in the State's best interest. The termination or expiration of the Master Agreement or this PADD20210480 shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.
- f. Termination for Default: The State may terminate the Contract (and/or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

4.11 Public Records and Trade Secret:

Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed "trade secrets." Generally, this exemption describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other



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persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy."

Upon request, the Contractor must provide an electronic copy of any documents related to this PADD20210480, with any information it has determined to meet the Idaho Code definition of trade secret redacted within three (3) business days. The Contractor must redact only that information which meets the definition of "trade secret;" entire documents identified as "confidential" will not be accepted. Contractor must also provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

In the event the State receives a request pursuant to the Public Records Act, which includes information deemed "trade secret" by the Contractor, the Contractor must agree to defend and indemnify the State against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the State, will result in the State releasing the full (unredacted) document in response to the request.



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

Participating Entity:	Contractor: DMT Solutions Global Corporation d/b/a BlueCrest
Signature: 	Signature: 
Name: Joseph Nelson	Name: Susan Gabrielsen
Title: Purchasing Officer	Title: SVP Sales North America
Date: 7/22/2020	Date: 7/22/2020

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	
Telephone:	
Email:	

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]