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|  | Contract Amendment | | State of Arizona State Procurement Office |
| | Contract No.: ADSP011-00000411-5 | PAGE 1 OF 3 | 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007 |
| | Amendment No.: Two (02) | | |

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| CONTRACTOR: OPEX Corporation 305 Commerce Drive Morristown, NJ 08057-4234 CONTACT: Winnie W. Chow PHONE: 856-727-1100 x2202 EMAIL: wchow@opex.com | STATE AGENCY: AZ Department of Administration State Procurement Office 100 N. 15 th Avenue, Suite 201 Phoenix, AZ 85007 CONTACT: Delia Walters PHONE: 602.542.9125 EMAIL: Delia.Walters@azdoa.gov |
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**WSCA MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
MASTER AGREEMENT**

1. In accordance with the Special Terms and Conditions, Paragraph 3.6 Contract Extensions, the Contract is extended for the period of October 12, 2014 to October 11, 2015.
2. WSCA Master Agreement Terms and Conditions for Section 2.5 Reports and the Special Terms and Conditions, Section 5. USAGE REPORTS AND ADMINISTRATIVE FEES are replaced with the revised wording:

Administrative Fees

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee in the amount of one-half of one percent (.5%) of the total sales from this contract no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Reportable sales for the summary sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

c. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

3. Master Agreement Terms and Conditions for Section 3. Participation are replaced with the revised wording:

3.2 Participation. Use of a WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. In Arizona this Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statute (A.R.S.) §41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the U.S. Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. §41-2631(4) as any non-profit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

4. Master Agreement Terms and Conditions for Section 5. USAGE REPORTS AND ADMINISTRATIVE FEES are replaced with the revised wording:

5.1 Usage Reports. Contractor agrees to provide quarterly utilization reports to WSCA. The report shall be in the format developed by the Lead State and supplied to the Contractor. Individual participating states may require their own usage reports. Contractor shall provide these reports at the intervals, and in the format, required by the States.

5.2.1 State of Arizona Administrative Fee

Contractor shall pay an Administrative Fee to the State of Arizona in the amount of one percent (1%) of the total contract sales made in the State of Arizona. The Administrative Fee is the responsibility of the contractor. The Administrative Fee is calculated based on all sales transacted only by only the members of the State Purchasing Cooperative, under the contract, minus all taxes and any returns or credits, , and minus any shipping charges not already included in the unit prices. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices. The Administrative Fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The administrative fee is not paid on transactions with state agency customers. Further, Statewide contracts maintain one set of pricing for all customers and not separate prices for State agency customers and State Purchasing Cooperative customers.

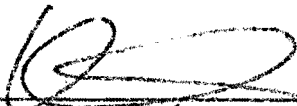
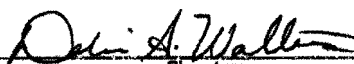
The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within forty-five (45) days following the end of each calendar quarter. Usage Report shall be formatted as required, for more information on the Quarterly

Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at <https://spo.az.gov/statewide-contracts-administrative-fee>.

At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) form more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.

Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the contractor shall reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

All other terms, conditions and provisions remain unchanged.

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| <p>This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State.</p> | |
| <p>Contractor hereby acknowledges receipt and understanding of the above amendment.</p> | <p>The above referenced contract amendment is hereby executed this date by the State.</p> |
| <p> 10/15/2014</p> <p style="text-align: center;">Signature Date</p> | <p> 10/03/2014</p> <p style="text-align: center;">Signature Date</p> |
| <p>Winnie W. Chow OPEX Corporation - Asst. Dir., Corp. & Legal Affairs _____ Printed/Typed Name and Title</p> | <p>Delia A. Walters _____ Procurement Officer _____ Printed/Typed Name and Title</p> |