



4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-488-2786

**Ron DeSantis, Governor**  
Jonathan R. Satter, Secretary

**AMENDMENT NO.: 1**

State Term Contract No.: 44102100-17-1  
Contract Name: Mail Processing Equipment

**This Amendment No. 1** (“Amendment”) to State Term Contract No. 44102100-17-1, Mail Processing Equipment (“Contract”), is entered into between the State of Florida, Department of Management Services (“Department”), and Neopost USA, Inc. (“Contractor”), who are collectively referred to herein as the “Parties.” All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

**Recitals**

**WHEREAS**, the Department entered into the Contract with the Contractor for the provision of mail processing equipment, effective February 20, 2017;

**WHEREAS**, the Contractor, by an amendment to its Certificate of Incorporation, changed its name from Neopost USA, Inc., to Quadient, Inc., and filed the appropriate documentation with the Florida Department of State, Division of Corporations, on March 27, 2020;

**WHEREAS**, the Contract may be amended by mutual written agreement, as provided in Subsection 6.10 of Exhibit A, General Contract Conditions, to the Contract; and

**WHEREAS**, this Amendment reflects the modification of the Contractor’s name.

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Contract shall be amended as follows:

- I. **Contractor.** Following the effective date of this Amendment, the term “Contractor” as used in the Contract, and any purchase orders issued pursuant to the Contract, shall refer to Quadient, Inc. Quadient, Inc., agrees to be bound by and fully perform all obligations, duties, and responsibilities under the Contract and to abide by all terms and conditions specified in the Contract, including the assumption of all related debts, claims, and liabilities.
- II. **Conflict.** To the extent any of the terms of this Amendment conflict with any other terms of the Contract, the terms of this Amendment shall control.
- III. **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.
- IV. **Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

