

PARTICIPATING ADDENDUM AMENDMENT

Amendment #1	Participating Addendum # 2018-010; Original CMS # 109951	Amendment CMS # 121822
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1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Participating Addendum) is entered into by and between Pitney Bowes Inc. (hereinafter called "Contractor"), and the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "State"), and collectively referred to as the "Parties."

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into the Participating Addendum effective June 8, 2018 for the provision of **Mailroom Equipment, Supplies & Maintenance**, as set forth in the Participating Addendum, contract number 2018-010.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Participating Addendum, and the Participating Addendum and all prior Amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

The Participating Addendum shall now include **Attachment 7, SendPro Enterprise On-Demand Subscription Services Agreement Terms**.

7. START DATE

This Amendment shall take effect on the Effective Date.

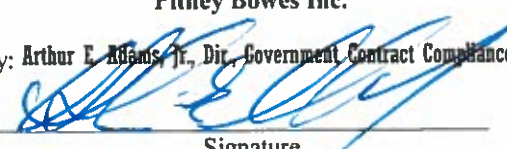

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Participating Addendum, the provisions of this Amendment shall in all respects supersede, govern, and control.

9. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

<p style="text-align: center;">CONTRACTOR Pitney Bowes Inc.</p> <p>By: Arthur E. Adams, Jr., Dir., Government Contract Compliance</p> <p style="text-align: center;"> _____ Signature</p> <p>Date: December 14, 2018</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Personnel and Administration June Taylor, Executive Director</p> <p style="text-align: center;"> _____ By: John Chapman, State Purchasing Manager</p> <p>Date: <u>12/19/18</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:  Date: 12/20/18

PARTICIPATING ADDENDUM ATTACHMENT 7, PITNEY BOWES SENDPRO ENTERPRISE ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT TERMS



ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

Thanks for using our SendPro Enterprise on-demand subscription services. These terms define the terms and conditions under which you're allowed to use the on-demand subscription services and how we'll treat your account while you're utilizing the on-demand subscription services. If you have any questions about our terms, feel free to [contact us](#).

We'll start with the basics, including a few definitions that should help you understand this agreement. This On-Demand Subscription Services Agreement (this "Agreement") is between you and Pitney Bowes Inc. ("we", "us", and "our"). "Sendpro Enterprise" is a multi-carrier mailing and shipping solution which is accessed via a web application portal. It offers clients greater control, visibility and accuracy for their outbound packages and also has the ability to print "stamps". It simplifies the sending of overnight packages, Certified Mail, USPS and allows complete visibility and accountability for spend.

This Agreement will only apply if the on-demand subscription services identified in your order form (the "Order") are not covered by one or more separate On-Demand Subscription Services Agreements. Your on-demand subscription services may also require one or more Statements of Work (each a "SOW").

The web sites through which you access the on-demand subscription services (each a "Site"; the on-demand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors. Additional product-specific terms ("Product Terms") can be found in Exhibit A-1 attached hereto and are incorporated into this Agreement.

1. Eligibility

In order to use the Services, you must provide true, complete and up to date contact information for so long as you access the Services. You won't use the Services in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse service or close your account if you fail to comply with this Agreement.

2. Use of the Service

- a) As long as you continue to comply with the terms of this Agreement, we grant you a non-exclusive, non-transferable license to access and use the Services for the number of months, and for up to the number of users, transactions, or other volume metrics specified in the Order. If applicable, you may upgrade your plan for additional fees. We are licensing the Services to you, and we reserve all rights to the Services not expressly granted to you in this Agreement.
- b) You agree that you will use the Services only for business or commercial purposes and not for personal, family or household purposes.
- c) You won't use the Services for or make the Services available to any third party. In addition, you agree not to use the Services to send infringing, obscene, threatening, unlawful, or tortuous material or disrupt other users of the Services. Disruptions include denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. For the Services and related software, you will not (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Services, documentation or any other confidential or proprietary information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any network, including a local area network; or (v) extract any data from the Services and use such data for any purpose other than for your use of the Services.

- d) If you are delivered software for on premise installation as part of the Service (“Software”) the following additional terms apply: You won’t (i) reverse engineer, decompile or disassemble the Software; (ii) make copies of the Software, other than a reasonable number of copies for use for disaster recovery purposes; and (iii) separate the components of the Software, or install and use such components separately and independently of the Software they comprise.

3. Term and Termination; Suspension

- a) The term of this Agreement begins on the effective date of the Order and will remain in effect for the Service for the duration of the Order or SOW applicable to such Service. Each Order or SOW will be effective as of the date in such Order or SOW and will remain in effect until its expiration or until your account is closed.
- b) Unless the Product Terms state otherwise, you may terminate your account at any time and for any reason by giving thirty days’ notice to us.
- c) If required by law, we may terminate your account at any time. We will provide prior notice to the extent reasonably practicable.
- d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (ii) you must immediately stop using the Service and Software, and remove any Software from the computers on which it was installed, (iii) each party will promptly return or destroy all confidential information of the other party; and (iv) your access to the Service will continue through the current billing period for access to the Service (the “Billing Period”) for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You won’t be entitled to a refund from us under any circumstances.

4. Changes

We may change the Services and any features of the Services from time to time. In addition, we may change any of these terms by written mutual agreement of the Parties. If any change proposed by us is materially adverse to you, you may terminate your account and the lease of the Equipment by giving notice to us of your election to terminate within thirty days of receipt of notice of any material change. The new terms and new fees will go into effect thirty days after receipt of notice and will apply thereafter. By continuing to use the Services after any such changes, you agree to be bound by such changes.

5. Account and Password

By registering for the Services, you will be prompted to establish certain passwords and provide other access information to enable you to use the Services. You represent that you have all necessary authority to establish an account with us on behalf of the business. The account name, password and access information is confidential information and should be used solely by you to access your account and use the Services. You are responsible for keeping your account name, password and access information confidential. You will take all reasonable steps to prevent unauthorized access to your account and you will immediately notify us of any unauthorized use of your accounts or any other breach of security. We aren’t responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don’t arbitrate disputes over who owns an account. You won’t request access to or information about an account that’s not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

7. Fees; Payment Terms

The fees for the use of the Service will be as agreed to at the time you register for the Service and will remain in effect during the Term. These fees do not include the postage, shipping or other charges imposed by the carrier for printing labels and sending parcels through the USPS or another carrier. Your subscription for the use of the Service together with the payments for the lease of the Equipment will be billed quarterly in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment. Overage fees may apply and shall be billed per the occurrence, outside of the quarterly subscription and lease payment.

8. Protection of Personal Information

We understand and acknowledge that, to the extent our obligations in this Agreement involve or necessitate the use of Personal information, we will act only in accordance with this Agreement.

We acknowledge and agree that our obligations under this Agreement with respect to personal information is subject to all data privacy applicable laws, regulations (such as Gramm-Leach-Bliley Act, and/or Health Insurance Portability and Accountability Act) and industry standards relating to the privacy, confidentiality, or security of Personal information obtained during their performance under this Agreement.

You acknowledge and agree that we will be entitled to provide personal information to third parties in order to fulfill the services under this Agreement; provided, however, that we will first enter into agreement(s) that binds said third parties to the terms and conditions set forth in **§7 of Exhibit A** to the Participating Addendum.

We will maintain a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards and other security measures designed to ensure the security and integrity of personal information in accordance with industry standards and the applicable privacy laws.

We retain your personal information for the period necessary to fulfill the purposes outlined in this Agreement, unless a longer retention period is required or allowed by law; or to otherwise fulfill a legal obligation.

9. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the trademark. In addition, except as explicitly set forth in this Agreement, you will not use any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

10. Feedback; Data

- a) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services and as provided in our Privacy Addendum, per Exhibit B-1. We reserve the right to use, without limitation, any anonymized or aggregated data that does not identify you or any user of the Service relating to use of the Service. We retain the right to use data derived from your use of the Service for our internal purposes and for the purposes of performing analytics on the Service, or for improving or enhancing the Service or other products or services offered by us to our customers, all in accordance with the Privacy Addendum.
- b) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to us related to your use of the Services.
- c) You'll ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

11. LIMITATION OF LIABILITY

THE AMOUNTS OF THE LIMITATIONS OF LIABILITY OF THIS AGREEMENT SHALL APPLY ONLY IN EXCESS OF ANY INSURANCE TO BE MAINTAINED UNDER SECTION 12 OF THE PARTICIPATING ADDENDUM, AND NO INSURANCE POLICY SHALL BE INTERPRETED AS BEING SUBJECT TO ANY LIMITATIONS OF LIABILITY OF THIS AGREEMENT. WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THE MAXIMUM LICENSOR'S LIABILITY TO LICENSEE FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$1,000,000.00 EACH OCCURRENCE, OR \$2,000,000.00 GENERAL AGGREGATE. LOSS OF DATA IS SPECIFICALLY DEFINED AS A DIRECT DAMAGE AND IS EXCLUDED FROM THIS LIMITATION OF LIABILITY.

12. INTENTIONALLY OMITTED.

13. SERVICE AVAILABILITY; DISCLAIMERS

- a) YOUR ACCESS TO AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR VARIOUS REASONS, INCLUDING MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITES, OR OTHER ACTIONS THAT WE MAY ELECT TO TAKE.
- b) EXCEPT AS EXPRESSLY STATED IN ANY PRODUCT SPECIFIC TERMS, THE SERVICES AND THE CONTENT ON THE SITES, INCLUDING ANY THIRD PARTY SERVICE OR DATA, ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY, RELIABILITY AND NON-INFRINGEMENT.

14. Third Party Sites

The Sites and this Agreement may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there.

15. INTENTIONALLY OMITTED

16. Assignments

You may not assign any of your rights under this Agreement to anyone else. Subject to Section 25 of the Master Agreement, We may assign our rights to any other individual or entity at our discretion.

17. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Services by the Government constitutes acknowledgment of our proprietary rights in software contained in the Services, and such software will be: (i) deemed "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such software and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

18. Choice of Law; Arbitration; WAIVER OF JURY TRIAL

This Agreement will be governed by the laws of the State of Colorado.

19. Force Majeure

Neither party will be liable for any delays or failure in performance from any cause beyond their control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power blackouts, and any disruption of internet service not caused by us.

20. INTENTIONALLY OMITTED

21. Independent Contractor

Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venture, co-owner, employee or agent of the other party and neither party will hold itself out as such.

22. Miscellaneous

If there's a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will govern and control. Each Party will cooperate with the other and take such other actions as may reasonably be requested from time to time in order to carry out the intent and accomplish the purposes of this Agreement, including our right to verify your compliance with this Agreement and any Orders at all locations which you access the Services. If we don't immediately take action on a violation of this Agreement, we're not giving up any rights under this Agreement, and we may still take action at a later point.

EXHIBIT A-1

PITNEY BOWES SENDPRO® ENTERPRISE SUBSCRIPTION PRODUCT SPECIFIC TERMS

Defined Terms

“Package(s)” means parcels, letters, and flats shipped under this Agreement.

“Carrier” means a third-party shipping vendor selected by you through the Service.

“Tender” means the transfer of physical custody of a Package that has a PBI compliant shipping label affixed to it, by you to a Carrier as demonstrated by the scanning of the label by the Carrier.

Use of the Service

You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor’s compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Each individual Package Tendered for shipment must originate from a location in the U.S. or certain U.S. territories. You agree that you will only Tender Packages to a Carrier with shipping labels that correspond to the transportation method you selected.

Fees

The fees for the use of the Service don’t include the postage, shipping or other charges imposed by the Carrier for printing postage or labels and sending Packages through the United States Postal Service (the “USPS”) or another Carrier.

Using USPS

If you use the Service for shipping with the USPS, the USPS must approve your registration prior to use of their shipping services and you must comply with all applicable terms listed at <https://www.usps.com>. Failure to comply will constitute a material breach and the USPS will provide written notice of termination. However, if allowed by USPS, you will have thirty (30) days from date notice is received from USPS or a copy of such written notification from us, whichever is earlier, to cure your violations of USPS policies and procedures and have USPS rescind its termination notice.

You will be entitled to receive discounted rates for Packages you Tender to the USPS for shipment. These rates will be programmed into the Service and will be made available to you for the duration of this Agreement. Rates are subject to change at any time.

When you print USPS postage or labels using the Service, the following information is collected in order to generate valid postage indicia: (1) the date and time of the transaction; (2) the destination ZIP Code™; (3) the rate category of each indicium created and the details of any associated special services, such as special handling or restricted delivery; and (4) the amount of postage printed.

If you use the Service to print electronic USPS Tracking (formerly Delivery Confirmation), Signature Confirmation™, or the electronic Priority Mail Express® label, complete return and destination address data, package descriptions, reference IDs, and delivery statuses for each label printed by you is maintained by us for accounting and reporting purposes.

You represent and warrant that you have maintained and will maintain any and all certifications, licenses or other authorizations necessary or proper in furtherance of your use of the Service, including without limitation, federal certification pursuant to United States Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials, if applicable.

USPS Regulations

If you use the Service to print postage or send Packages with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) cause or allow the account to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; or (e) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS.

You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes.

The USPS has granted to us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of the Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations; (ii) submission of false or fictitious information; (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream; (iv) use of the system for any illegal scheme or enterprise; (v) use of the system outside the customs territory of the United States; or (vi) possession of a decertified system.

You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

Non-USPS Carrier Requirements

If you use the Service to send Packages with a Carrier other than the USPS, you must comply with the requirements of that Carrier.

Exhibit B-1

Privacy Addendum

This Privacy Addendum is effective as of 27 February 2018.

Pitney Bowes is committed to respecting the privacy of our clients and users. This Privacy Addendum describes how our websites, services and products operate, and how we collect, use, and share information. This Privacy Addendum applies to pb.com and Pitney Bowes websites, services and products that collect data and display these terms, and that are owned and operated by Pitney Bowes and Pitney Bowes subsidiaries, collectively, "Pitney Bowes". Pitney Bowes websites, services and products are referred to in this Addendum as "Sites". These terms do not apply to Pitney Bowes sites that do not display or link to this Addendum or that have their own privacy provisions.

The following topics are presented in this Privacy Addendum:

1. Collecting Personal Information from Site Users
2. Collecting Other Information
3. Using and Retaining Personal Information
4. Sharing Personal Information
5. Protecting Personal Information
6. Cross Border Data Transfer
7. Visiting Non-Pitney Bowes Websites
8. EU-U.S. and Swiss-U.S. Privacy Shield Compliance
9. Country-Specific Requirements
10. Your Choices
11. Your Rights to Access Personal Information
12. Changes to this Privacy Addendum

1. Collecting Personal Information from Site Users

In order to provide you with access to certain services or data within our Sites, we may require that you provide certain Personal Information (information that identifies an individual either alone or in combination with other data). Pitney Bowes also collects non-personal information that does not, on its own, identify an individual person. When non-personal information is combined with other information so that it does identify an individual person, we treat that combination as Personal Information.

The following are examples of the types of Personal Information that may be collected directly from you (or someone acting on your behalf):

- Contact information (including Name, Street Address, Email Address, Telephone Number)
- Government issued IDs (such as tax identification number)
- Username, password, and other information used in combination to verify identity

- Financial information (including credit/debit card and bank account information, credit and repayment history, and payment default information)
- Geolocation, demographic, shipping/receiving, billing, and other information related to the purchase or delivery of Pitney Bowes products and services or services you access through the Sites
- Any other Personal Information or characteristics about an individual that is connected to one of the above, such as date or place of birth, geographical indicators, or photographic images

By accessing and utilizing our Sites, you consent to the collection, use, disclosure, storage and processing of Personal Information in accordance with this Privacy Addendum. Please note, by law you are not required to provide us with your Personal Information. By electing to not share your Personal Information with us, you may be unable to take advantage of our Sites and we may be unable to provide you with all of the functionality we offer through our Sites.

2. Collecting Other Information

Pitney Bowes Sites use several automatic data collection tools and techniques including cookies, clickstream, and web beacons.

Cookies

Some of our Sites use "cookies" which are a small amount of data (often including a unique identifier), which is sent to your browser from a website and stored on your computer's hard drive. We may use cookies so that we can better serve visitors on our Sites, understand usage and improve the content and offerings on our Sites. Cookies may be placed by us or by our third party service providers.

We, or our service providers, may: (1) use cookies to collect aggregate information about website users on an anonymous basis or (2) share aggregate demographic and usage information with our prospective and actual business partners, advertisers, and other third parties for any business purpose.

If you prefer not to have cookies, most web browsers include an option that allows you to not accept them. However, without cookies you may be unable to take full advantage of all of our Site features and some portions of our Sites may not function properly.

Clickstream

We may collect information about the "clickstream" of our customers during their visit to our Sites. This clickstream data contains the pages the visitors came from, the navigational paths they took, and the areas of the Site they visited. From time to time, we track such information inside and outside of our Sites. Additionally, we may track and match clickstream data with Personal Information you provide to us in order to deliver content and other offerings - i.e., products and services that might improve your customer experience. We may also share clickstream data with third parties in an aggregate or otherwise anonymous format.

Web Beacon

Certain email communications you receive from us may contain "web beacons." Web beacons consist of a line of code on our Sites that delivers a small graphic image. The web beacon may not be visible as it is a 1x1 pixel that is often designed to blend into the background of a web page. Web beacons allow us to obtain information such as the IP address of the computer that downloaded the page on which the web beacon appears, the URL of the page on which the web beacon appears, the time the page containing the web beacon was viewed, the browser type used to view the page and the information in cookies. We use web beacons for activities such as monitoring the effectiveness of the headlines in our emails or the ad banners.

IP Address

Your Internet Protocol ("IP") address is a numerical label assigned to each device (e.g., computer, printer, mobile

device, or server) and is usually associated with the place from which you enter the internet. It is how devices find each other on a network. We may use your IP address to help diagnose problems with our servers, gather broad demographic information, gather geographic data, and administer our Sites.

Tracking Requests

We do not act on, alter, or change our Site behavior upon receiving Do Not Track requests from your browser.

3. Using and Retaining Personal Information

Personal Information we collect through our Sites may be used to provide information regarding our products and services, or for marketing and promotions, we believe you may find of interest. We also may use the Personal Information you provide for our internal purposes, such as Site customization, enhancement or development, administration and operation of our Sites, data analytics, and compliance with our legal obligations, policies and procedures, including performance of Pitney Bowes obligations under sales contracts, leases or licenses between you and Pitney Bowes.

We retain your Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Addendum, unless a longer retention period is required or allowed by law; or to otherwise fulfill a legal obligation.

4. Sharing Personal Information

Pitney Bowes may rent, sell or otherwise share your Personal Information where permitted by law, for example:

- Within the Pitney Bowes family of businesses;
- With third parties that perform services for us or on our behalf (such as credit card companies, credit and/or investigative reporting agencies, finance companies, transport companies, consultants, advisors and market research firms); or
- For marketing campaigns conducted by us or other companies or organizations that offer products or services we believe may be of interest to our clients.

Our service providers are required to keep confidential and secure the Personal Information received from us in accordance with this Privacy Addendum and they may not use it for any other purpose other than for the purpose for which Pitney Bowes provided it to the service provider.

We may also make information available to third parties in the following circumstances:

- When we have a good faith belief it is required by law or to otherwise cooperate with law enforcement activity;
- When we have a good faith belief it is necessary to protect our rights or property from fraudulent, abusive, or unlawful activity; or
- In the event of a proposed merger, acquisition, liquidation, dissolution or sale of assets.

In these circumstances, your consent will not be required, but we will attempt to notify you, to the extent the law requires.

Depending upon local law, you may either opt in or opt out of having your Personal Information shared and/or for marketing purposes. In the event you opt-in, we will use and share your Personal Information as described in this Privacy Addendum. In the event you opt-out, we will share your preference with the applicable third parties as appropriate. For information on how to do this, see the Your Choices section of this Privacy Addendum below.

5. Protecting Personal Information

We maintain appropriate administrative, technical and physical safeguards to protect the Personal Information we collect and process.

6. Cross Border Data Transfer

Pitney Bowes Inc. and its wholly-owned U.S. subsidiaries that receive Personal Information from countries outside of the United States adhere to applicable law and regulations regarding client, partner and employee Personal Information moving across geographical and jurisdictional borders. This includes the use of data transfer agreements and model contractual clauses, where available, between our corporate entities, our partners and our clients where required.

Additional information may be found under the Country-Specific Requirements section for the geographies you are located in.

7. Visiting Non-Pitney Bowes Websites

Our Sites may contain links to other websites that operate independently from Pitney Bowes. Linked websites may have their own privacy addendums or notices. If you visit any linked websites we strongly suggest you review their privacy addendum. Any information you provide when you visit a nonaffiliated Pitney Bowes website is subject to the privacy addendums posted on those websites. We are not responsible for the content of any websites that are not affiliated with or owned by Pitney Bowes, any use of those websites, or the privacy practices of those websites.

8. EU-U.S. and Swiss-U.S. Privacy Shield Compliance

Pitney Bowes participates in and has certified its compliance with the EU-US Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the United States Department of Commerce regarding the collection, use, processing and retention of Personal Information transferred from the European Union and Switzerland to the United States.

We have certified to the Department of Commerce that we adhere to the Privacy Shield Principles. If there is any conflict between the terms in this Privacy Addendum and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit www.privacyshield.gov.

Pitney Bowes is responsible for the processing of Personal Information it receives, under the Privacy Shield Framework, and subsequently transfers to a third party acting as an agent on its behalf. Pitney Bowes complies with the Privacy Shield Principles for all onward transfers of Personal Information from the EU or Switzerland, including the onward transfer liability provisions.

With respect to Personal Information received or transferred pursuant to the Privacy Shield Framework, Pitney Bowes is subject to the regulatory enforcement powers of the United States Federal Trade Commission. In certain situations, we may be required to disclose Personal Information in response to lawful requests by public authorities, including meeting national security or law enforcement requirements.

In compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Principles, Pitney Bowes commits to resolve complaints about your privacy and our collection or use of your Personal Information. If you believe Pitney Bowes processes your Personal Information within the scope of our Privacy Shield certification, you may direct any inquiries or complaints concerning our compliance, by contacting us.

Pitney Bowes will respond within 45 days. If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact JAMS, our U.S.-based third party dispute resolution provider, free of charge at <https://www.jamsadr.com/eu-us-privacy-shield>.

If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, you may pursue your rights as available by law and this Participating Addendum. Please contact or visit the Privacy Shield website at <https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint> for more information or to file a complaint. The services of the Privacy Shield website are provided at no cost to you.

9. Country-Specific Requirements

Pitney Bowes Inc. is a global corporation with subsidiary companies located around the world. This Privacy Addendum establishes our global principles (to the extent the law permits and/or requires) for the collection, use and disclosure of information gathered through our Sites. The country in which you are doing business with us or where the Site you are visiting is located or hosted may have specific requirements concerning Personal Information and may be found below.

Australia

Europe

Latin America

United States

Australia

Cross Border Data Transfer

With respect to Personal Information received from Australia, your Personal Information may be disclosed to entities located in the U.S., U.K., or any other country necessary to fulfill the purposes outlined in this Privacy Addendum and we will adhere to applicable law and regulations regarding your Personal Information. As stated above, this includes the use of data transfer agreements and model contractual clauses, where available, between our corporate entities, our partners and our clients where required.

Credit Information

As described in Collecting Personal Information from Site Users, we may also collect your credit information to assess a credit application or to assist us to collect overdue payments. We may collect credit information from a business which provides information about commercial credit, a lender named in your credit application, any other applicant(s) or a credit reporting bureau which provides consumer credit reports, even if it is an application for commercial credit.

When you apply for credit with us, you agree to us accessing your Personal Information (including credit-related information) held with a credit reporting bureau, even if there is a ban period in place, for the purposes of assessing an application for credit or in order to collect overdue payments. Credit reporting bureaus may use credit information they hold to respond to requests from us or other credit providers to "pre-screen" you for direct marketing. You can ask a CRB not to do this. However, if you are a borrower you may still receive direct marketing from us (unless you ask us not to) that has not been "pre-screened".

Europe

Transferring Personal Information to Other Countries

Specifically, if you are in the European Economic Area ("EEA"), the data that we collect from you may be transferred to, and stored at, a location outside the EEA. It may also be processed by staff operating outside the EEA who work for us or one of our service providers. Such staff maybe engaged in, among other things, the fulfillment of your order, the processing of your payment details and the provision of support services. By submitting your Personal Information, you agree to this transfer, storing or processing of your personal data at locations outside the EEA. We will protect all Personal Information transferred outside the EEA in accordance with this Privacy Addendum or as required by applicable law.

Latin America

Pitney Bowes Inc. is a global corporation with business units and subsidiary companies located around the world, and is responsible for the processing of your personal data and its protection. This Privacy Addendum establishes

Pitney Bowes' global principles for the collection, use and disclosure of information gathered through our Sites (which also includes Pitney Bowes Brazil and Pitney Bowes Puerto Rico).

United States

Your California Privacy Rights - Shine the Light Law

California residents are legally entitled (at no charge and no more than once per year) to request information about how we may have shared your information with others for direct marketing purposes. To obtain this information or make changes to your Personal Information, please contact us.

10. Your Choices

You have the right to access, rectify, and/or cancel your personal data and object to its processing, as well as to restrict its use or disclosure and/ or revoke the consent given to us for the processing of such data by contacting us.

You must expressly authorize and send in writing your consent for Pitney Bowes to transfer your personal data to be processed by third parties under the terms and conditions of the Privacy Addendum of Pitney Bowes, unless otherwise permitted by law.

If you are a Pitney Bowes customer, you will continue to receive transactional communications about your account and the Pitney Bowes products and services which you own, lease, rent, license or to which you subscribe. In some jurisdictions, you may have to opt-in to receive any additional marketing communications from us. If you wish to **opt out** of receiving marketing communications from Pitney Bowes, you may do so by (i) following the instructions provided in our marketing communications, or (ii) indicating your preferences on the relevant account profile/preferences section (such as Your Account).

Some of our products and services contain settings that allow users or administrators to control how the products collect information. If you wish to request changes to your Personal Information, you may do so by indicating your preferences on the relevant account profile/preferences section (such as Your Account). Please note, by electing to not share certain Personal Information with us, we may be unable to provide you with all of the functionality we offer through our Sites.

Where required by law you may request access to your Personal Information that we maintain.

11. Your Rights to Access Personal Information

Where required by law, you may request access and/or make corrections to your Personal Information that we maintain. When accessing or updating your Personal Information, we may ask you to verify your identity before we can act on your request. Please note that we may reject requests, or limit the information we provide access to, if we determine it could risk the privacy of others or if unreasonable or repetitive, or if it would require disproportionate effort. If you would like to make a request, please contact us.

12. Changes to this Privacy Addendum

Pitney Bowes may change this Privacy Addendum from time to time at its discretion. We will indicate at the top of the Privacy Addendum when it was most recently updated. We will not use your Personal Information in ways that differ materially from this Privacy Addendum without prior notice to you, and in no event will we use your Personal Information in ways prohibited by law. Your continued use of our Sites indicates your consent to this Privacy Addendum and any amended version thereof.