THIS NON-EXCLUSIVE LICENSE AGREEMENT GOVERNS THE LICENSE FOR THE ADDRESS MATCHING SYSTEM APPLICATION PROGRAM INTERFACE ("AMS API"), effective on the date signed by the United States Postal Service, and is by and between: (Licensee) _____ a _____ [insert type of entity] registered and in good standing in the United States of America under the laws of the State of_____, having its principal place of business at: (Address) _____ (City) (State) _____ (ZIP+4) ____-_____, and the United States Postal Service (USPS), with offices at National Customer Support Center (NCSC), 225 N Humphreys Blvd, Suite 501, Memphis TN 38188-1001.
<div align="center">LICENSE AGREEMENT Number: _____-AMS API-XXXXX</div>

In consideration of the grant and mutual covenants set forth herein, the parties agree as set forth below:

<div align="center">**RECITALS**</div>

1. WHEREAS, USPS has created a confidential and proprietary system for updating, correcting, and improving "US mailing addresses" and providing related US delivery information, known as the Address Matching System Application Program Interface (hereafter the "AMS API System" or "AMS API"), as further defined below.

2. WHEREAS, USPS offers the AMS API System commercially for the primary purpose of facilitating the processing and delivery of mail by improving the presentation of Addresses (defined below) on mailpieces and providing information relevant to delivery of mailpieces.

3. WHEREAS, this non-exclusive license agreement (herein the **"Agreement"**) provides to Licensee the right to use the AMS API System for the sole purpose of improving Addresses used in the course of Licensee's or Licensee's Customers' businesses, in accordance with the terms of this Agreement.

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4. WHEREAS, it is outside the scope of this Agreement for Licensee to use the AMS API System to acquire new addresses on its behalf or on behalf of any third party, including Licensee's Customers, i.e., addresses not already known to Licensee/Licensee's Customers or in Licensee's/ Licensee's Customers' possession. Licensee acquires no right to use the AMS API System to acquire such new addresses. Licensee acknowledges that any such unauthorized use is expressly prohibited and a material breach of this Agreement.

5. WHEREAS, this Agreement governs the following three types of Licenses, and the type of License as it applies to Licensee is determined by the Licensee's payment, notification to USPS on the Order Form, and compliance with the relevant license terms, including all payment schedules:

   a. an "Internal User-Only" License covering only the processing of Addresses that Licensee itself uses in the course of conducting its own business;

   b. an optional "Service Provider" License covering, in addition to the scope covered by an Internal User-Only License, the processing of Addresses for Licensee's Customers (as defined below); and

   c. an optional "Reseller-Distributor" License covering, in addition to the scope covered by an Internal User-Only License, the right to distribute the products incorporating the AMS API System to End Users for their independent use (with a subscription service for data updates).

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, including the recitals above and any exhibits, appendices, annexes, and/or schedules thereto, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions

1.1. **"Advertising"** means Licensee's public disclosures concerning a product or service, including but not limited to, advertising, promotions,

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news and press releases (as well as proposed copy therefor), direct mail promotions, packaging, point-of-sale ads, informational and/or instructional pamphlets, sheets, booklets, or other documents, oral public disclosures or statements, or any other public disclosure or statements concerning a Service Providers' services or a Distributor's Product, in any media, platform, or format, including but not limited to, radio, television, smart devices, World Wide Web, print advertising, mobile platform, social media, email, trade shows, and direct mail solicitations.

1.2. **"Address" or "Addresses"** mean an address(es):

1.2.1. that is a location in the United States, its military bases or exchanges, territories, or possessions to which USPS delivers; and

1.2.2. that is in the possession of Licensee through means other than use of the AMS API System or the improper use of other USPS data products or systems.

1.3. **"Affiliate"** means an entity that:

1.3.1. has been formed in and operates within the Territory;

1.3.2. is in good standing in the state in which it is organized; and

1.3.3. is Licensee's subsidiary, sister company, or parent company that directly or indirectly, through one or more intermediaries, wholly-controls, is wholly-controlled by, or is under a common wholly-controlled relationship with Licensee; provided that, for the purposes of this definition, "control" (including with correlative meanings, the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the company through 100% ownership.

1.4. **"AMS API"** means the Address Matching System Application Program Interface as provided by USPS to Licensee for use with the Databases.

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Depending on the context, "AMS API" may refer to various APIs as a group or an individual API for one Database.

1.5. **"AMS API System"** means the confidential and/or proprietary system provided by the USPS under this Agreement, including the AMS API, the AMS API User Guide, the Databases, and any information related thereto and all of their uses in accordance with the terms of this Agreement.

1.6. **"AMS API User Guide"** refers to the most current copy of the AMS API User Guide, including any separate updates, which is hereby incorporated herein by reference, and may be found on USPS's designated website, as updated from time to time by USPS in its sole discretion.

1.7. **"Assistant Affiliate"** means an Affiliate that Licensee uses for administrative and technical assistance in operating Licensee's copy of the AMS API System.

1.8. **"Customer"** means an Entity which provides Addresses to Licensee for Updating using the AMS API System and which does not have access to the AMS API System or Licensee's GUI(s); such Addresses includes both those provided in bulk, e.g., in mailing lists, or individually using self-service interactive technology.

1.9. **"Database(s)"** means the data provided to Licensee by USPS in its sole discretion under this Agreement as identified in the Database Descriptions. The various Databases are provided only as one "bundle" of databases that can only be used, retained, copied, stored, etc., as one integral whole, not individually or separately in any manner. The use of the term "Database" in the singular is strictly for reference to different components included in the "bundle" as a whole.

1.10. **"Database Copy Fee"** means the fee for reproducing the Databases, calculation of which must account for each reproduction of the Databases by Licensee and its End Users, if any, in any circumstances or in any manner, including but not limited to reproductions in the

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process of using the AMS API System, developing and using Licensee's GUI, creating, distributing, using, and updating Distributor's Products, and testing any of the foregoing.

1.11. **"Database Descriptions"** means the descriptions of the Databases and other relevant information, including restrictions and contingencies concerning use of the Databases, set forth in the Order Form, as amended from time to time by USPS in its sole discretion.

1.12. **"Developer's Kit"** means the AMS API, technical information for developing Licensee's GUI, and one copy of the Databases.

1.13. **"Distributor's Product(s)"** means the product(s) and/or services incorporating the AMS API, Licensee's GUI, and the Databases (on a subscription basis) that Distributor develops for reselling to End Users under a Sublicense in accordance with this Agreement.

1.14. **"Effective Date"** means the date of execution of this Agreement by USPS.

1.15. **"Elements and Attributes"** means proprietary data pertaining to a specified Address, which data is derived through the use of the Databases, and constitutes the Elements (defined below) of that Address and its Attributes (defined below), when such Elements are embedded in that Address and such Attributes are associated directly with it embedded in a file unique to that Address.

1.15.1. **"Elements"** refers to the particulars of a specific Address that are part of the Address itself when used in addressing a mailpiece, such as street number, street name, city, state, and ZIP Code.

1.15.2. **"Attribute(s)"** is information concerning a particular Address that is not part of the Address itself (for example, its carrier route number).

1.16. **"End User"** means an Entity which has executed a Sublicense that complies with the terms of this Agreement for the purpose of obtaining and using Distributor's Product(s).

1.17. **"Entity"** means a single corporation, partnership, not-for-profit organization, in good standing, licensed and registered to do business in one or more states or territories of the United States of America; an

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individual person (i.e., a sole proprietorship); or a federal, state, or local government agency; and excludes any party or affiliation(s) of parties that is not recognized as a legal entity by the laws of the state(s) or territory(ies) in which it conducts business.

1.18. **"Export Control Laws"** means all applicable export and re-export control laws and regulations, including, but not limited to, Export Administration Act Regulations of the United States Department of Commerce, as amended.

1.19. **"Field of Use"** is limited to use of the AMS API System to Update Addresses. Field of Use does not include using the Subject Matter to acquire or learn of new addresses, i.e., obtaining addresses not already known to Licensee or its Customers or End Users or not already in Licensee's possession.

1.20. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, privacy right, right of publicity, or other intellectual property rights law, and all related, similar, or equivalent rights or forms of protection, in any part of the world.

1.21. **"Internal Use"** means use of the Subject Matter to process only Addresses that Licensee uses in the course of conducting Licensee's business and not Addresses received from other Entities for such Entities' benefit.

1.22. **"Internal User-Only"** means a Licensee which uses the Subject Matter for Internal Use only and has not qualified as a Service Provider or a Reseller-Distributor.

1.23. **"Licensee"** means an Entity that:

1.23.1. has executed this Agreement;

1.23.2. has not received notice from USPS that it has defaulted under any other agreement with USPS;

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1.23.3. has paid all applicable license fees in accordance with Exhibit A, including the fee for each AMS API Developer's Kit; reproductions, and any other fees as appropriate; and,

1.23.4. if it wishes to exercise the rights of a Reseller-Distributor, has paid the Reseller fee and such additional fees as appropriate.

1.24. **"Licensee's GUI(s)"** means the graphic user interface(s) developed by Licensee according to the AMS API User Guide using the Subject Matter for use with the Databases on one of the permitted Platforms (defined below).

1.25. **"Order Form"** means the USPS form for ordering the AMS API System, which form may be changed from time to time by the USPS and which is incorporated into this Agreement by reference.

1.26. **"Platform"** means one or more of the operating platforms Licensee selects on the Order Form and for which USPS receives required payment.

1.27. **"Reseller-Distributor" or "Distributor"** mean a Licensee who has paid the Reseller fee (as well as the appropriate AMS API Developer's Kit Fee(s) and Database Copy Fee(s)) and has informed the USPS on the Order Form or otherwise in writing that it wishes to exercise the rights of a Distributor in accordance with Section 2.3 to develop Distributor's Product(s) and distribute them to End Users for use independent of Distributor under a Sublicense, and thereby agrees to be bound by the terms applicable to Resell-Distributors.

1.28. **"Service Provider"** means a Licensee that has informed USPS on the Order Form or otherwise in writing that it wishes to exercise the rights of a Service Provider in accordance with this Agreement to process Addresses for Customers and thereby agrees to be bound by the terms applicable to Service Providers.

1.29. **"Subject Matter"** means the AMS API System, as provided by USPS to Licensee:

1.29.1. the Developer's Kit(s);

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1.29.2. the AMS API;

1.29.3. the Databases;

1.29.4. the AMS API User Guide; and

1.29.5. know-how, trade secrets, and other information provided by USPS to Licensee in connection with use of the AMS API System under this Agreement.

1.30. **"Sublicense"** means an agreement within the scope of this Agreement incorporating the terms set forth in Exhibit B and such other provisions in this Agreement as appropriate.

1.31. **"Term"** means the period of time from the **Effective Date** to the following September 30th, unless earlier terminated, and as may be extended for additional one-year Terms commencing on October 1 of each year as set forth herein, as further set forth in Section 11.

1.32. **"Territory"** means the territorial limitations set forth in Sections 2.5.

1.33. **"Update"** or **"Updating"** means to use the AMS API and Databases to match a specific Address, to identify any old or outdated information in the Address, and to provide current Elements and Attributes concerning the Address.

1.34. **"Updated Address"** means an address that has been Updated and includes its corresponding proprietary Elements and Attributes.

1.35. **"USPS Trademarks"** means any trademarks and trade names owned by USPS, including but not limited to, CASS™, CASS Certified™, DPV®, eLOT®, LACS^Link®, Post Office™, POSTAL SERVICE™, SUITE^Link®, UNITED STATES POSTAL SERVICE®, U.S. POSTAL SERVICE®, USPS®, ZIP Code™, and ZIP + 4®.

2. **The License Grant**

USPS grants to Licensee a non-exclusive, non-transferable, revocable license under the USPS's Intellectual Property Rights, solely in the Field of Use within the Territory for the Term (unless terminated or suspended earlier as set forth below), to use the Subject Matter to develop and use Licensee's GUI(s) with the AMS API and Databases, subject to the terms and conditions of this Agreement, not the least

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of which is payment of the AMS API Developer's Kit fee, the appropriate Database Copy Fee, and, if Licensee desires a Resell-distributor license, the fee therefor, and any other fees as appropriate pursuant to the License Fee Schedule and documents referenced therein, as follows:

2.1. <u>For Internal User-Only Licensee</u>: USPS grants to Licensee a license to process Addresses solely for Internal Use, unless Licensee also qualifies for a Service Provider Licensee or a Reseller-Distributor License.

    2.1.1. This license does not encompass the rights to use the Subject Matter on behalf of or by Customers, End Users, or Affiliates, or to distribute a Distributor's Product. (To obtain those rights, Licensee must qualify as a Service Provider and/or Reseller-Distributor, respectively, and be granted an appropriate license.)

2.2. <u>For Service Provider Licensee</u>: USPS grants a license to provide the service of Updating Addresses for Customers and Affiliates as follows:

    2.2.1. Service Provider may provide the service of Updating Addresses:

        2.2.1.1. by processing in-house its Customers' and/or Affiliates' Addresses using Service Provider's copy of the AMS API System; and

        2.2.1.2. by permitting Customers and/or Affiliates use of Service Provider's AMS API System using Licensee's GUI through secure "self-service" interactive technology such as SaaS technology;

    2.2.2. Service Provider must provide services using only the most recent Databases made available by USPS; and

    2.2.3. Service Provider is not granted any rights not explicitly recited in this Agreement, including the right to distribute a Distributor's Product unless it has also qualified as a Reseller-Distributor.

2.3. <u>For Reseller-Distributor (or "Distributor") Licensee</u>: USPS grants the right to manufacture, market, and sublicense Distributor's Product(s) to End Users.

    2.3.1. Distributor's Product(s) may be distributed to an End User:

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2.3.1.1. as a standalone product or bundled together with other products marketed by Distributor; and

2.3.1.2. through any media now known or hereafter developed, including any digital storage medium, data streaming or download.

2.3.2. But Distributor must

2.3.2.1. provide End Users with Databases on a subscription basis in accordance with USPS standards as set forth in the Domestic Mail Manual ("DMM"), under Address Information System Services, and the AMS API User Guide; and

2.3.2.2. distribute Distributor's Products and fulfill subscriptions therefor only using the most recent Databases made available by USPS.

2.3.3. Distributor is not granted any rights not explicitly recited in this Agreement, including the right to grant End Users rights not explicitly granted to an End User in this Agreement. For example, an End User may not reproduce or distribute, and may not be granted any right to reproduce or distribute, the Subject Matter.

2.4. <u>USPS Trademarks</u>: USPS grants the right to Licensee to use the USPS Trademarks in connection with providing services or products within the scope of this Agreement as follows:

(i) to Service Providers to market services within the scope of this Agreement worldwide; and

(ii) to Distributors to market Distributor's Products only within the United States and its military bases and exchanges, territories, and possessions.

USPS Trademarks may be used solely in reference to the service or product they identify in the Field of Use for the Term (unless earlier terminated or suspended as set forth below), so long as such grant is exercised strictly in

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accordance with the terms of this Agreement, and including but not limited to those in Section 8 as well as those below:

2.4.1. All use of USPS Trademarks is contingent upon receipt of USPS' approval of each use of USPS Trademarks prior to their public display, distribution, or use in Advertising, on website pages, in Distributor's Product(s) or its packaging, in connection with services, or any other public or promotional use. See, Section 8.9.

2.4.2. Licensee acknowledges and will not contest USPS's ownership of the USPS Trademarks and agrees that USPS owns all right, title, and interest in and to the USPS Trademarks; that Licensee's use of the USPS Trademarks shall inure to solely the benefit of USPS; that all goodwill and reputation in the USPS Trademarks belongs to USPS and shall continue to belong to it; and that Licensee shall not, at any time, acquire any ownership rights in the USPS Trademarks by virtue of any use it may make of the USPS Trademarks.

2.4.3. Licensee agrees to follow all USPS style guidelines and other USPS instructions as to use of the USPS Trademarks.

2.4.4. Licensee may not sublicense or assign to any third party its right to use the USPS Trademarks in any manner.

2.4.5. Licensee agrees that, during the term of this Agreement and thereafter, Licensee will not contest, harm, misuse, or bring into disrepute (as determined solely by USPS) any of USPS's rights in and to the USPS Trademarks.

2.5. Territory: The license(s) granted in this Agreement are limited territorially as follows:

2.5.1. An Updated Address (individually or in a mailing list) may be distributed and used worldwide.

2.5.2. The AMS API System, in particular the AMS APIs, the AMS API User Guide and all other components of the AMS API System, as well as the Licensee's GUI, must be used, distributed, and

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always remain completely solely within the United States, its military bases and exchanges, territories, and possessions. Licensee acknowledges and agrees always to house, service, and use the AMS API System, and all components thereof, solely within the United States and its military bases and exchanges, territories, and possessions.

2.5.3. Service Providers, however, may provide services pursuant to Section 2.2.2 to Customers and Affiliates located worldwide.

2.5.4. Reseller-Distributor must distribute Distributor Products and Databases only to End Users located within and using the same within the United States, its military bases and exchanges, its territories, and its possessions under the same restrictions as in Subsection 2.5.2.

2.6. Commercial Pricing for Postage: If use of the Subject Matter is intended to qualify mail for discounts in postage rates, then, prior to using the Subject Matter internally or in providing services, or offering Distributor's Product for sale or distributing it, Licensee must obtain and maintain CASS™ certification and comply with its requirements.

2.7. Clarifications on the Scope of Agreement:

2.7.1. The license grant(s) does not include the right to use the Subject Matter or any portion thereof, Licensee's GUIs, or any other information, data, software, code, systems, or updates, obtained or derived from or based on or incorporating directly or indirectly, in whole or in part, the Subject Matter:

2.7.1.1. to create or maintain anything that incorporates in whole or in part directly or indirectly the Subject Matter for any purpose inconsistent with this Agreement;

2.7.1.2. to create or maintain any derivative products or data, except Licensee's GUI and Updated Addresses; or

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2.7.1.3.   to compile addresses not already in Licensee's possession external to the use of the Subject Matter.

2.7.2.   The license grant(s) does not include any right to conduct any research, experiments, evaluations, comparisons, or inventive endeavors to:

2.7.2.1.   improve, correct, enhance, modify, alter, reconfigure, change, or prepare derivatives or variations of the Subject Matter or any portion thereof, directly or indirectly; or

2.7.2.2.   reduce to practice any concepts, ideas, or thoughts related to the Subject Matter or any portion thereof.

2.7.3.   The license grant(s) does not include any right for the Licensee to:

2.7.3.1.   improve the quality of data sold or distributed by Licensee except as part of an Updated Address;

2.7.3.2.   outsource rights under this Agreement, except to Assistant Affiliates assisting in the administration of Licensee's copy of the AMS API System;

2.7.3.3.   reproduce the Subject Matter or any portion thereof except strictly as needed to exercise the specific rights granted under this Agreement and as paid for according to the Order Form;

2.7.3.4.   display, provide access to, distribute or sublicense the Subject Matter, except as specifically provided under this Agreement;

2.7.3.5.   disassemble, decompile, or reverse engineer the Subject Matter in whole or in part.

2.7.3.6.   attempt to extract the source code from any AMS API or any related software;

2.7.3.7.   extract, compile, or recompile data from the Databases or merge data from Databases with

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Licensee's own data (except Licensee's Updated Addresses);

2.7.3.8. use the Databases, the AMS API, or Licensee's GUI to augment Licensee's data sets (except Licensee's Updated Addresses);

2.7.3.9. mass download, cache, or store data from the Databases, except as expressly permitted by this Agreement and:

2.7.3.9.1. maintains the security features of the Databases and otherwise meets the security requirements of this Agreement; and

2.7.3.9.2. does not manipulate, modify or aggregate any part of the Databases;

2.7.3.10. perform an action with the intent of introducing into any part of the AMS API System or its products or services, including Licensee's GUI, any viruses, worms, defects, Trojan horses, malware, or any other items of a harmful or destructive nature;

2.7.3.11. use any part of the AMS API System or its products or services, including Licensee's GUI, to defame, abuse, harass, stalk, or threaten any person or entity; or

2.7.3.12. interfere with or disrupt the AMS API or the servers or networks providing the AMS API System, including the AMS API.

2.7.4. To the extent that the Subject Matter is or will be protected by patent, nothing in this Agreement permits Licensee, Customer, Affiliate, Internal-Only User, Service Provider, Distributor, Reseller-Distributor, or End User to license, use, or otherwise exploit the invention(s) apart from what is necessary to carry out their rights and obligations under this Agreement.

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3. Licensee Obligations

3.1.   Licensee must follow all requirements and restrictions of the AMS API User Guide, including USPS' Electronic Product Fulfillment Process, to obtain the Subject Matter or any portion thereof.

3.2.   Licensee must comply with the most recent AMS API User Guide, including any updates posted by USPS, maintained on the USPS website. Licensee, to the exclusion of USPS, has the responsibility of possessing and/or maintaining contemporaneous access to the most current copy of the AMS API User Guide and any updates. Licensee bears the responsibility of contacting USPS if it is unable to obtain the AMS API User Guide or updates, and under no circumstance shall USPS be responsible for Licensee's failure to possess the most current copy of the AMS API User Guide.

3.3.   Licensee must maintain its copy of the Subject Matter and any portion thereof according to the most recent requirements and updates as made available by USPS, including, but not limited to:

3.3.1.   complying with the "Stop Processing" requirements set forth in Exhibit C and the AMS API User Guide, and destruction requirements set forth in the AMS API User Guide or otherwise provided by USPS;

3.3.2.   updating any other aspect of Licensee's AMS API System as required by USPS;

3.3.3.   for a Reseller-Distributor: maintaining the Subject Matter included in Distributor's Product(s) in a manner described in this section, in particular the Databases and Licensee's GUIs, including Distributor's Product(s) it has already distributed, while ensuring that they are used by End Users accordingly; and

3.3.4.   for a Service Provider, maintaining its copy of the Subject Matter in a manner described in this section, in particular the Databases and Licensee's GUIs, including all "self-service"

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interfaces, and ensuring that they are used by Customers accordingly.

3.4. Licensee must inform USPS of any misuse of the Subject Matter or USPS Trademarks of which it is or becomes aware.

4. Intellectual Property Ownership, Covenants and Acknowledgments

4.1. This Agreement is a non-exclusive license of USPS intellectual property.

4.2. The Subject Matter and any portion thereof is licensed, not sold, to Licensee by USPS, and Licensee does not and will not acquire under or in connection with this Agreement any ownership interest in the same or in any related Intellectual Property Rights.

4.3. USPS is and will remain the sole owner of all right, title, and interest in and to the Subject Matter or any portion thereof and the USPS Trademarks, including all Intellectual Property Rights relating thereto, subject only to the limited license(s) granted to Licensee under this Agreement.

4.4. Licensee agrees and acknowledges that USPS is the sole owner of the Intellectual Property Rights in the Subject Matter and USPS Trademarks.

4.5. Licensee hereby unconditionally and irrevocably assigns to USPS, its entire right, title, and interest in and to any Intellectual Property Rights that Licensee may now or hereafter have in or relating to the Subject Matter (including any rights in derivative works or patent improvements), whether held or acquired by operation of law, contract, assignment, or otherwise. Licensee will execute all documents reasonably requested by the USPS to evidence the USPS's ownership in such Intellectual Property Rights.

4.6. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any Intellectual Property Rights or any other right, title, or interest in or to any of the Subject Matter or any other USPS Intellectual Property Rights. Any

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rights not expressly granted to Licensee in this Agreement are reserved to USPS.

5. **Applicable Law Compliance**

5.1. The AMS API System, in particular, the address information contained therein, is governed by the provisions of 39 U.S.C. § 412, which prohibits the public disclosure of address lists. Accordingly, Licensee must take all steps necessary to secure the AMS API System in a manner that protects the AMS API System from access by unauthorized third parties or the public.

6. **Jurisdiction and Venue**

6.1. This Agreement will be interpreted under U.S. federal law, and, if none is applicable, under the law of the State of New York as interpreted by U.S. Court of Appeals for the Second Circuit, without regard to its choice of law or conflicts of law principles.

6.2. The parties acknowledge and agree that any action taken with respect to this Agreement will be brought in a federal court located in Washington, the District of Columbia. Licensee irrevocably (i) submits to the exclusive personal jurisdiction of such court in Washington, the District of Columbia; (ii) waives any objection that it may have at any time to the laying of venue of any proceedings brought in such court; (iii) waives any claim that such proceedings have been brought in an inconvenient forum; and (iv) further waives the right to object, with respect to such proceedings, that such court does not have personal jurisdiction over Licensee.

7. **Security, Confidentiality of the Product, and Customer Address Information**

7.1. At all times, the Licensee must maintain (a) appropriate security controls to restrict access to the hardware, software (including the server and workstations), and data used in connection with the service or process and to ensure a secure environment for maintaining that hardware, software, and data, (b) personnel and management policies sufficient to

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provide reasonable assurance of the trustworthiness and competence of its employees and the satisfactory performance of their duties and in accordance with all applicable laws, rules, and regulations, and (c) appropriate computer and network security controls, including the use of reasonable security procedures that are sufficient to ensure that documents, notices, and other information specified in this Agreement that are electronically created, communicated, processed, stored, retained, or retrieved are authentic, accurate, reliable, complete, and confidential, and that business records and data are protected from improper access.

7.2. Licensee must adopt and maintain all physical and electronic security measures identified within the AMS API User Guide or otherwise provided by USPS, including, but not limited to, security measures to detect cases where names and address records have been artificially generated for the apparent purpose of creating a list of new addresses.

7.3. Any copies of Subject Matter produced by Licensee and its End Users will bear the following notice: "Contains in whole or in part confidential and proprietary property of the United States Postal Service subject to the protection of copyright and other law, under license. All rights reserved."

7.4. Licensee must ensure, and have the contractual right to enforce, that all End Users comply with all security requirements required by USPS as set forth in the AMS API User Guide. The Licensee must make provisions with all its End Users to whom the Subject Matter is supplied to protect the security and unique value of the Subject Matter and will ensure that all End Users comply with all security requirements required by USPS as set forth in the AMS API User Guide.

8. **Disclosure**

8.1. USPS may release any information received from Licensee as required by US Congressional inquiry or an act of Congress or other federal, governmental body in the proper exercise of its oversight or investigatory

jurisdiction. In addition, the parties will be governed by Postal Service regulations regarding prerelease notice of business information at 39 C.F.R. 265.8 (or a successor provision dealing with similar matters).

8.2. The parties agree that this Agreement will be subject to the Freedom of Information Act, 5 U.S.C. § 552 (as amended), the Postal Service implementing regulations, 39 C.F.R. Parts 266-267, and any other confidentiality considerations required by law, including but not limited to 39 U.S.C. § 412 (and any successor provisions dealing with similar matters).

9. **Advertising:** the following specific provisions will apply to Licensee's advertising of Licensee's products or services containing, referring, or relating to the Subject Matter. These provisions are not exclusive, and USPS may impose additional requirements that, in its sole discretion, it finds appropriate.

9.1. The words "Non-exclusive Licensee of the United States Postal Service" must appear once, but need not appear more than once, in each advertisement of Distributor's Products containing, referring, or relating to the Subject Matter or the USPS Trademarks.

9.2. Use in an advertisement of any trademark or service mark owned by USPS must be accompanied by an acknowledgment of USPS's ownership in the following form: "The following trademark(s) are owned by the United States Postal Service® and used with permission: [insert marks here]."

9.3. Licensee must not use all or any portion of any trademark or service mark owned by USPS without prior written authorization and a license from USPS. In no event will Licensee use any USPS Trademark in any business or trade name, domain name, or suggest by any association with USPS or the United States Postal Service and associated government entities, except as permitted herein.

9.4. Licensee agrees not to use any other trademark or copyrighted material with the USPS Trademarks or otherwise in close proximity without first obtaining USPS's prior written approval.

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9.5. Licensee agrees not to use any third-party trademarks or other language in its Advertising that incorporates USPS Trademarks in whole or in part or that is confusingly similar or substantially similar to USPS Trademarks.

9.6. Licensee must not employ in its advertising or in-person marketing any language, mode of address, or other representation or sales technique from which a prospective purchaser might infer that Licensee or its agent is an employee, representative, or agent of USPS, or the United States Government.

9.7. Licensee's advertising must direct that all payment for Distributor's Products will be made payable to Licensee's trade name.

9.8. Licensee's advertising must clearly state that the price at which Distributor's Products are offered to be sold by Licensee is neither established, controlled, or approved by the United States Postal Service.

9.9. Approval of Advertising and Method of Sale. To avoid misleading prospective purchasers by any aspect of the advertising and method of sale used by Licensee to sell Licensee's products or services and to correctly represent the relationship between the Licensee and the USPS, USPS shall have the right to review and to approve or disapprove Licensee's proposed methods of sale, Advertising, including proposed Advertising, and any proposed use of the USPS Trademarks by Licensee. Licensee must not publish or distribute any advertising or engage in any method of sale of Licensee's products or services unless first approved by the USPS. The granting or withholding of approval shall be at the sole discretion of the USPS. USPS shall, within fifteen (15) days of receipt of proposed advertising or a proposed method of sale, approve in writing or provide a written statement of the reasons for disapproval and, at its discretion, a statement of the changes necessary for approval. USPS's failure to respond within fifteen (15) days shall be deemed disapproval of Licensee's proposal.

10. Payment

In consideration for the rights granted to Licensee under this Agreement, Licensee must pay to USPS the fees set forth in Exhibit A (including annual License fees and fees for any additional copies of Databases) and as updated in materials USPS submits to the Postal Regulatory Commission. For each Renewal Term as set forth herein, Licensee must pay in advance the then-current standard license fees that USPS charges for the license type(s) selected by Licensee for the applicable Renewal Term, as published by USPS in materials it submits to the Postal Regulatory Commission, and in accordance with this Agreement.

11. Term and Termination

11.1. <u>Initial Term</u>. The initial term of this Agreement commences as of the Effective Date and will continue in effect until September 30th of the current year or the following year, whichever occurs first (the "**Initial Term**").

11.2. <u>Renewal Term</u>. Subject to full compliance with this Agreement by Licensee, including payment of the applicable license fees in advance for the following year, upon expiration of the Initial Term, this Agreement will automatically renew for additional one-year terms, unless otherwise terminated pursuant to this Agreement or unless either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each, a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

11.3. <u>Notice, Cure, Breach, Termination</u>

11.3.1. Licensee must immediately cease, or be forced to cease, all use of the Subject Matter if Licensee does not properly execute, comply with, and maintain as current all fees under this Agreement required for Licensee to exercise the rights to use the Subject Matter.

11.3.2. If Licensee breaches any material term or provision of this Agreement and fails to cure the breach within ten (10) calendar

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days after the written notice is issued by USPS identifying the breach (or such longer period of time as set by USPS in said notice), this Agreement will automatically terminate.

11.3.3. If Licensee fails to make any payment required by this Agreement or fails to comply with any other terms of this Agreement, other than a material breach under the preceding subsection, and does not cure such failure within thirty (30) calendar days after the written notice is issued by USPS, this agreement will automatically terminate.

11.3.4. USPS, solely in its own discretion, may extend the deadlines set forth above. To be valid, any such extension must be in a writing signed by an appropriate USPS official.

11.3.5. If the Licensee at any time during the term of this Agreement fails to comply with any of the terms or conditions of this Agreement, USPS may, solely at its discretion, suspend Licensee's right to use the Subject Matter or the USPS Trademarks by sending Licensee a notice of suspension. Upon receiving notification of the suspension, Licensee shall cease the activities specified by USPS Licensee until authorized in writing by USPS that the activities may be resumed. USPS shall not be obligated to continue to provide the Subject Matter nor shall USPS be obligated to reimburse any fees for use of the Subject Matter upon issuance of a notice of suspension or termination.

11.3.6. **No Waiver.** USPS is under no obligation to terminate or suspend this Agreement, and its failure to do so will not be deemed a waiver of its right to do so even in the event of a breach or default by Licensee. USPS's termination and suspension rights herein are in addition to all other rights that USPS may have against Licensee. Resort by USPS to any remedies referred to in this Agreement shall not be construed as

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a waiver by USPS of its right to resort to any and all other legal and equitable remedies available to USPS.

11.3.7. Reseller-Distributors and Service Providers will be responsible for all actions and omissions of Affiliates in connection with the AMS API System, and any breach by such Affiliates will constitute a breach of this Agreement by Licensee.

11.4. This Agreement terminates immediately and automatically if Licensee: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property. Licensee will provide USPS with written notice of the occurrence of any of the foregoing within five (5) business days of the occurrence.

11.5. In the event USPS elects to discontinue licensing the AMS-API System, either in its entirety or for a specific platform, USPS shall provide written notice to Licensee at least one (1) year before the discontinuation date ("USPS Discontinuation Date"). Licensee must immediately notify its Customers, Affiliates, and End Users, if any, of the USPS Discontinuation Date. In the event the USPS Discontinuation Date occurs after the end of the current Term, this Agreement will automatically continue for a partial Renewal Term that ends on the USPS Discontinuation Date provided that Licensee pays USPS the pro-rated License Fee based for the partial Renewal Term in accordance with this Agreement. Licensee may elect to terminate this agreement prior to the USPS Discontinuation Date by providing USPS with thirty (30) days written notice as set forth, above.

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11.6. Notwithstanding other provisions of this Section 11, USPS and Licensee understand and agree that this Agreement is subject to any legislation that might be enacted by the Congress of the United States or any orders or regulations that might be promulgated by any agency, branch, or independent establishment of the United States Government. USPS and Licensee further acknowledge and agree that this Agreement in no way waives USPS's authority to act in its sovereign capacity and that, pursuant to the sovereign acts doctrine, USPS shall not be held liable for any acts performed in its sovereign capacity or for any acts performed by any branch, agency, or independent establishment of the United States in their sovereign capacities that may directly or indirectly affect the terms of this Agreement. In the event either USPS or Licensee is required by legislation enacted by the Congress of the United States or any orders or regulations that might be promulgated by any branch, agency, or independent establishment of the United States Government to terminate or otherwise as a result of such action is unable to perform its obligations under this Agreement, either Party may give notice of termination, which termination (notwithstanding other provisions of this Section 11) will be effective immediately or the effective date of such requirement, whichever is later. The parties agree that in the event that this Agreement is terminated as set forth in the preceding two sentences, or in the event that USPS or Licensee is enjoined from proceeding with this Agreement by any court of competent jurisdiction, such party will not be subject to any liability by reason of such termination or injunction. To the extent that USPS terminates this Agreement on the basis of such legislation, order, or regulation promulgated by any agency, branch, or independent establishment of the United States Government, USPS will not be subject to any liability by reason of such termination.

11.7. Notwithstanding the Term of the Agreement established herein, either party may terminate this Agreement upon sixty (60) days written notice to

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the other party. In the event Licensee cancels this Agreement, USPS will retain all fees paid to USPS under this Agreement.

11.8. USPS shall incur no liability for any reason due to the termination of this Agreement.

11.9. In the event that the termination effective date does not correspond with the expiration of the Term of this Agreement, USPS shall allow the continued use of the Subject Matter through the termination date. Licensee shall pay all license fees set forth in this Agreement on a pro-rated basis for the time period between the end of the term of the current Agreement and the termination date specified by USPS in the event the termination date extends beyond the Term.

11.10. Upon receipt of any written notice of termination from USPS, Licensee shall immediately notify its customers of the termination date and modify Licensee's Product to reflect that its use of the Subject Matter will expire upon the termination date.

11.11. Licensee shall, upon termination, immediately: (i) cease advertising, selling, and filling orders for any services relating to the Subject Matter; (ii) refund moneys it received for orders not yet filled as of the termination date within fifteen (15) business days of the termination date; (iii) cease all development, testing, or other use of the Subject Matter; (iv) destroy or deliver to USPS the Subject Matter along with all whole or partial copies of the Subject Matter; and (v) deliver to USPS a notarized statement signed by an officer of Licensee confirming return and/or destruction of the Subject Matter.

11.12. No waiver of any provision(s) of this Agreement by either party will constitute a continuing waiver of the provision(s) nor will it constitute a waiver of any other provision.

11.13. Each of the above notices will be deemed effective immediately on issuance, without any judicial or court action or other action by USPS.

11.14. An Updated Address may be used individually worldwide post-termination.

11.15. The provisions set forth in the sections listed at this end of this subsection, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 1, 4, 5, 6, 7, 8 11, 12, 13, 14, 15, and 16.

12. Export

12.1. Except for Addresses and Updated Addresses, Licensee must not and must not permit any third parties to, directly or indirectly, export, re-export, or release Subject Matter, including the software, documentation, and any related technical data included with, or contained in it, outside the Territory. The Subject Matter may be subject to Export Control Laws and regulations outside of the United States. Licensee will be responsible for any breach of this Section by its (and/or its successors' and permitted assigns') affiliates, employees, officers, directors, Customers, agents, or End Users. Licensee acknowledges that failure to comply with this section constitutes a material breach of the agreement.

13. Warranty Disclaimer

13.1. All subject matter and other products, information, materials, and services provided by USPS to Licensee under this Agreement are provided "as is." USPS hereby disclaims all warranties, whether express, implied, statutory or otherwise (including all warranties arising from course of dealing, usage or trade practice), and specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

13.2. Reseller-Distributors and Service Providers must include a disclaimer reflecting all disclaimers provided in Section 13.1 in all sublicenses.

14. Limitations of liability

14.1. In no event will USPS be liable under or in connection with this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any (a) increased costs, diminution in value or lost business, production,

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revenues, or profits, (b) loss of goodwill or reputation, (c) use, inability to use, loss, interruption, delay, or recovery of any of the subject matter, (d) loss, damage, corruption, or recovery of data, or breach of data or system security, (e) cost of replacement goods or services, or (f) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages, in each case regardless of whether USPS was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

14.2. In no event will the aggregate liability of USPS arising out of or related to this Agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability or any other legal or equitable theory, exceed the fees paid to USPS under this Agreement for one single year, specifically, the current year at the time the liability arose. The foregoing limitations apply even if any remedy fails of its essential purpose.

15. Indemnification

15.1. Licensee will indemnify, defend, and hold harmless USPS and its officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder in connection with any claim, suit, action, or proceeding by a third party that arises out of or relates to any:

15.1.1. allegation of facts that, if true, would constitute Licensee's breach of any of its representations, warranties, covenants, or obligations under this Agreement, including, but not limited to, a violation of the license grant; or

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15.1.2. act or omission by Licensee, any Affiliate or other third party acting on behalf of Licensee or any End User, in connection with this Agreement or any Sublicense under this Agreement.

15.2. Licensee recognizes that its threatened material breach or material breach of any terms of this Agreement and any actual or threatened misuse, harm, or contest of USPS's Intellectual Property Rights will cause irreparable harm to USPS that is inadequately compensable in damages and for which, in addition to other remedies that may be available at law or equity, USPS is entitled to equitable relief, including but not limited to immediate injunctive relief without the requirement of posting a bond or other security.

15.3. Due to the sensitive nature of the confidential and proprietary information contained in the Subject Matter, Licensee acknowledges that unauthorized use and/or disclosure of the Subject Matter will irreparably harm the USPS's right to control its intellectual property. Accordingly, Licensee (a) agrees to reimburse USPS for any unauthorized use and/or disclosure at a rate of treble (3 times) the current annual fee charged to Licensee under this Agreement or treble the average total revenue Licensee obtained through its use of the Subject Matter, whichever amount is greater, and (b) consents to such injunctive, equitable or other monetary relief as a court of competent jurisdiction may deem proper.

16. Communications

16.1. All notices, requests, consents, claims, demands, waivers, and other communications hereunder, except as set forth below or in the AMS-API User Guide for technical matters, shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this subsection). Unless otherwise provided for herein, all notices shall be delivered by personal delivery, USPS® Priority Mail® or Priority Mail Express® (with all fees pre-paid), or Certified Mail® or Registered Mail™ (in each case, Return Receipt

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Requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon actual receipt by the receiving party; and (b) if the party giving the notice has complied with the requirements of this subsection.

16.2. Licensee must establish a central e-mail address for receipt of routine and technical USPS electronic correspondence prior to USPS providing the AMS API System to Licensee. The e-mail address must be in the following format: ncscinfo@<Licenseecompanyname>.com [or,org.gov, etc.]. In the event that this address is already assigned for some other purpose, an alternate address must be submitted to USPS for approval. Licensee will distribute all USPS routine and technical notifications to Licensee's applicable personnel.

17. Entire Agreement

This Agreement constitutes the entire Agreement between USPS and Licensee concerning the subject matter thereof and supersedes all previous agreements and understandings. This Agreement may not be altered, amended, or modified except by a written instrument signed by authorized representatives of USPS and Licensee. In the event Licensee alters this Agreement prior to execution by USPS, this Agreement will be null and void.

18. Miscellaneous

18.1. USPS reserves the right in its sole discretion to make any and all changes to the Databases and other portions of the Subject Matter, including requirements and restrictions on their use.

18.2. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

18.3. USPS may, in its sole discretion and upon reasonable notice, inspect and audit Licensee's use of the Subject Matter at any time during the Term and for three (3) years following the expiration or termination of this

Agreement. In conducting such inspection and audit, USPS shall only examine information directly related to Licensee's use of the Subject Matter to confirm Licensee's compliance with the terms of this Agreement.

18.4. Except as specifically set forth in the license grant and without the prior written consent of USPS, Licensee will not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, in whole or in part, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement that are prohibited by this Agreement. Any purported assignment, delegation, or transfer in violation of this Agreement is void. This Agreement is binding upon and inures to the benefit of the parties hereto.

18.5. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18.6. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

Version 28
12/18/2023

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below.

United States Postal Service   **[Licensee]**

By: _____   By: _____

Name: Earl L. Johnson   Name: _____

Title: Director, Address & Retail   Title:
          Technology Services   _____

Date: _____   Date: _____

E-Mail: _____   E-Mail: _____

FOR DISPLAY ONLY

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Exhibit A
License Fee Schedule

For the initial Term and each Renewal Term, USPS requires Licensee to pay the annual AMS API License Fees and Database Copy Fees that USPS publishes in its then current Price List (Notice 123) on the USPS web-site, http://pe.usps.gov. Also published in the Mail Classification Schedule at the Postal Regulatory Commission web-site, www.prc.gov.

Additional License Fees and Database Copy Fees are charged if the developer (Licensee) wants to distribute, make available or resell its address-matching software. See Order Form.

Initial Term and Renewal Term(s)
Annual License Fees for AMS-API are based on the License Term commencing on October 1 of each year.

License Fees and the Database Copy Fees for each Renewal Term(s) under this License Agreement shall be those USPS publishes on the USPS Price List in effect at the beginning of the Renewal Term without the parties entering into an amendment to this License Agreement. Provided, however, that if Licensee requires a different number of copies of the Database, or has a change in its use of AMS-API for the Renewal Term, the Licensee shall pay the appropriate License Fees and Database Copy Fees. See Order Form.

License fees for the initial AMS-API License Term are prorated based on the number of months remaining in the initial License Term. USPS publishes a schedule of the current pro-rated License Fees on the AMS-API page on its web-site. See Order Form.

Database Copy Fees
The Database Copy Fees are calculated based upon the number of copies Licensee intends to make of the Database included in the AMS API System. See Agreement, Section 1.9 and 1.10, which require that Licensee pay a sufficient fee to cover **each copy** of the Database that Licensee intends to make, regardless of the purpose of the reproduction.

As defined in Section 1.11, a Developer's Kit includes one Database plus the right to make one additional copy of the Database for the sole purpose of Database back-up and to use the back-up copy only in the event of failure of the original Database. To use additional copies of the Database beyond the one back-up copy, Licensee must pay the annual Database Copy Fees that USPS publishes in the then current Price List and Mail Classification Schedule.

The AMS API is an application program interface with a core set of compiled address-matching software instructions that Licensee uses to create its GUI so that its software

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can use the AMS API System to update address lists using the Database that is integrated into the AMS API that includes City State, ZIP + 4, Five-Digit ZIP, eLOT, DPV, LACS[Link], and Suite[Link]. Although different types of data are included in the Database, Licensee can reproduce the Database only as a whole. See Agreement Section 1.9 and 1.10. See the Order Form for a description of the current Database.

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Exhibit B

Sublicensing Terms

1. **Definitions**

   1.1. **"Address" or "Addresses"** mean an address(es):

      1.1.1. that is a location in the United States, its military bases or exchanges, territories, or possessions to which USPS delivers; and

      1.1.2. that is in the possession of End User through means other than use of the AMS API System or the improper use of other USPS data products or systems.

   1.2. **"AMS API"** means the Address Matching System Application Program Interface received by [Licensee] from USPS for use with the Databases (defined below) and provided to End User under this Agreement.

   1.3. **"AMS API System"** means the confidential and/or proprietary system received by [Licensee] from USPS and provided under this Agreement, including the AMS API, the Databases, and any information related thereto and all of their uses in accordance with the terms of this Agreement.

   1.4. **"Database(s)"** means the USPS data provided for use in the AMS API System, which databases can only be used, retained, copied, stored, etc., as one integral whole, not individually or separately in any manner. The use of the term "Database" in the singular is strictly for reference to different components included in the "bundle" as a whole.

   1.5. **"Elements and Attributes"** means proprietary data pertaining to a specified Address, which data is derived through the use of the Databases, and constitutes the Elements (defined below) of that Address and its Attributes (defined below), when such Elements are embedded in that Address and such Attributes are associated directly with it embedded in a file unique to that Address.

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1.5.1. **"Elements"** refers to the particulars of a specific Address that are part of the Address itself when used in addressing a mailpiece, such as street number, street name, city, state, and ZIP Code.

1.5.2. **"Attribute(s)"** is information concerning a particular Address that is not part of the Address itself (for example, its carrier route number).

1.6. **"Export Control Laws"** means all applicable export and re-export control laws and regulations, including, but not limited to, Export Administration Act Regulations of the United States Department of Commerce, as amended.

1.7. **"Field of Use"** is limited to use of the AMS API System to Update Addresses. Field of Use does not include using the AMS API System to acquire or learn of new addresses, i.e., obtaining addresses not already known to End User and in End User's possession.

1.8. **"GUI(s)"** means the graphic user interface(s) developed by Licensee for use with the AMS API System.

1.9. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, privacy right, right of publicity, or other intellectual property rights law, and all similar or equivalent rights or forms of protection, in any part of the world.

1.10. **"Internal Use"** means use of the AMS API System to process only Addresses that End User uses in the course of conducting business and not Addresses received from other Entities for such Entities' benefit.

1.11. **"Territory"** means the territorial limitations set forth in Sections 2.3.

1.12. **"Update"** or **"Updating"** means to use the AMS API and Databases to match a specific Address, to identify any old or outdated information in the Address, and to provide current Elements and Attributes concerning the Address.

1.13. **"Updated Address"** means an address that has been Updated and includes its corresponding proprietary Elements and Attributes.

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2. The License Grant

[Licensee] grants to End User a non-exclusive, non-transferable, revocable license solely in the Field of Use within the Territory for the Term (unless terminated or suspended earlier as set forth below), to use the AMS API System to process Addresses solely for Internal Use.

2.1. End User acknowledges that this license is granted as a sublicense under [Licensee's] agreement with the United States Postal Service ("USPS").

2.2. This license does not encompass the rights to use the AMS API System on behalf of Customers or Affiliates, or to distribute the AMS API System to a third party.

2.3. Territory: The license granted in this Agreement is limited territorially as follows:

2.3.1. An Updated Address (individually or in a mailing list) may be distributed and used worldwide.

2.3.2. The AMS API System must be used and always remain only within the United States, its military bases and exchanges, territories, and possessions. End User acknowledges and agrees always to house and use the AMS API System, and all components thereof, only within the United States and its military bases and exchanges, territories, and possessions.

2.4. Clarifications on the Scope of Agreement:

2.4.1. The license grant(s) does not include the right to use the AMS API System or any portion thereof, [Licensee]'s GUIs, or any other information, data, software, code, systems, or updates, obtained or derived from or based on or incorporating directly or indirectly, in whole or in part, the AMS API System:

2.4.1.1. to create or maintain anything that incorporates in whole or in part directly or indirectly the AMS API System for any purpose inconsistent with this Agreement;

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2.4.1.2.　to create or maintain any derivative products or data, except End User's Updated Addresses; or

2.4.1.3.　to compile addresses not already in End User's possession external to the use of the AMS API System.

2.4.2.　The license grant(s) does not include any right to conduct any research, experiments, evaluations, comparisons, or inventive endeavors to:

2.4.2.1.　improve, correct, enhance, modify, alter, reconfigure, change, or prepare derivatives or variations of the AMS API System or any portion thereof, directly or indirectly; or

2.4.2.2.　reduce to practice any concepts, ideas, or thoughts related to the AMS API System or any portion thereof.

2.4.3.　The license grant(s) does not include any right for the End User to:

2.4.3.1.　improve the quality of data sold or distributed by End User except as part of an Updated Address used by End User in the course of carrying its own business;

2.4.3.2.　reproduce the AMS API System or any portion thereof except strictly as needed to exercise the specific rights granted under this Agreement;

2.4.3.3.　display or provide access to, distribute, or sublicense the Subject Matter, except as in Internal Use and as specifically provided under this Agreement;

2.4.3.4.　disassemble, decompile, or reverse engineer the AMS API System in whole or in part.

2.4.3.5.　attempt to extract the source code from any AMS API or any related software;

2.4.3.6.　extract, compile, or recompile data from the Databases or merge data from Databases with End

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User's own data (except End User's Updated Addresses);

2.4.3.7. use the Databases or any other portion of the AMS API System augment End User's data sets (except Updated Addresses);

2.4.3.8. mass download, cache, or store data from the Databases, except as expressly permitted by this Agreement and:

2.4.3.8.1. maintains the security features of the Databases and otherwise meets the security requirements of this Agreement; and

2.4.3.8.2. does not manipulate, modify, or aggregate any part of the Databases;

2.4.3.9. perform an action with the intent of introducing into any part of the AMS API System or its products or services, including the GUI, any viruses, worms, defects, Trojan horses, malware, or any other items of a destructive nature;

2.4.3.10. use any part of the AMS API System or its products or services to defame, abuse, harass, stalk, or threaten others; or

2.4.3.11. interfere with or disrupt the AMS API System or the servers or networks providing the AMS API System, including the AMS API or Databases.

2.4.4. To the extent that the AMS API System is or will be protected by patent, nothing in this Agreement permits End User from using or otherwise exploiting the invention(s) apart from what is necessary to carry out End User's rights and obligations under this Agreement.

3. End User Obligations

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3.1.   End User must follow all requirements and restrictions of [Licensee] concerning use and maintenance of the AMS-API System and information received from it, including new requirements and restrictions as received from [Licensee] based upon communications from USPS.

3.2.   End User must maintain its copy of the AMS API System using the most recent updates as made available by [Licensee] based upon communications from USPS, including, but not limited to:

    3.2.1.   complying with the "Stop Processing" requirements in the Exhibit to this Agreement and destruction requirements; and

    3.2.2.   updating any other aspect of the AMS API System.

4.   **Intellectual Property Ownership, Covenants and Acknowledgments**

4.1.   End User acknowledges that AMS API System and all portions thereof are Intellectual Property owned by USPS or, as appropriate as to certain aspects of GUI software, by [Licensee] and that such Intellectual Property is licensed, not sold, to End User, who does not and will not acquire under or in connection with this Agreement any ownership interest in the same or in any related Intellectual Property Rights.

4.2.   Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to End User any Intellectual Property Rights or any other right, title, or interest in or to the AMS API or any other USPS or [Licensee] Intellectual Property Rights.

5.   **Applicable Law Compliance**

The AMS API System, in particular, the address information contained therein, is governed by the provisions of 39 U.S.C. § 412, which prohibits the public disclosure of address lists. Accordingly, End User must take all steps necessary to secure the AMS API System in a manner that protects the AMS API System from access by unauthorized third parties or the public.

6.   **Security, Confidentiality of the Product, and Customer Address Information**

6.1. At all times, End User must maintain (a) appropriate security controls to restrict access to the hardware, software (including the server and workstations), and data used in connection with the AMS API System service or process and to ensure a secure environment for maintaining that hardware, software, and data; (b) personnel and management policies sufficient to provide reasonable assurance of the trustworthiness and competence of its employees and the satisfactory performance of their duties and in accordance with all applicable laws, rules, and regulations; and (c) appropriate computer and network security controls, including the use of reasonable security procedures that are sufficient to ensure that documents, notices, and other information specified in this Agreement that are electronically created, communicated, processed, stored, retained, or retrieved are authentic, accurate, reliable, complete, and confidential, and that business records and data are protected from improper access.

6.2. End User must adopt and maintain all physical and electronic security measures embedded in the AMS API System or otherwise required by [Licensee], including, but not limited to, security measures to detect cases where names and address records have been artificially generated for the apparent purpose of creating a list of new addresses.

6.3. If End User reproduces any part of the AMS API System, which it will do so only within the scope of this Agreement, it must include the following notice: "Contains in whole or in part confidential and proprietary property of the United States Postal Service subject to the protection of copyright and other law, under license. All rights reserved."

7. **Export**

Except for Addresses and Updated Addresses, End User will not, directly or indirectly, export, re-export, or release the AMS API System, Databases, software, documentation, and any related technical data included with, or contained in it, outside the Territory. The AMS API

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System may be subject to Export Control Laws and regulations outside of the United States.

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Exhibit C

Stop Processing

Licensee Required Notice to USPS: When Licensee encounters the "Stop Processing" function, it must *immediately* notify USPS via dsf2stop@usps.gov.

Any other party ("User")

1) Licensee must require a User (which may include, for example, a sub-licensee) who may encounter the "Stop Processing" function to notify the Licensee immediately when encountering the "Stop Processing" function of such encounter.
2) Upon such notification, Licensee shall:
   a) Inform the User that the processing was halted due to exposure to an address that appears to have been artificially created.
   b) Notify USPS of the User's name and address via dsf2stop@usps.gov immediately.
   c) Design a unique "one time only, restart code" for the User to restore AMS API processing capability. The "one time only, restart code" must be designed so that it cannot be used after the first occurrence to bypass any further "Stop Processing" error codes.
3) Licensee shall include the following error code statement regarding the "Stop Processing" function in all documentation and guides provided to the User:
   a) *AMS API processing was terminated due to the detection of what is determined to be an artificially created address. No address beyond this point has been validated and/or processed. If you believe this address was identified in error, please contact your Vendor.*

USPS reserves the right to require Licensee to suspend an End User's ability to perform AMS API processing when more than one "Stop Processing" functions occur.

CASS Certification:

Licensee shall obtain, maintain, and comply with USPS CASS Certification requirements prior to using internally or in offering to others any Licensee product incorporating the AMS API that is intended to process mail for commercial postage rates or discounted postage rates, or to certify the proper matching of address information.

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<u>Z4DPV</u>: Licensee and Users who have current CASS Certification may directly access the DPV segment of the CASS process to validate an address through a process called Z4DPV.

   A. The Z4DPV process includes the DPV tables using the parsed component of an address.
   B. The output from the Z4DPV process does not meet CASS requirements. The Z4DPV process works in a call center environment.

When processing in Z4DPV mode, Licensee must continue to follow the above procedures for reporting each Stop Processing and False Positive.

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