

UNITED STATES POSTAL SERVICE
LACSLink® END USER AGREEMENT

THIS AGREEMENT LICENSES THE USE OF THE LACSLink PRODUCT and is effective as of the date of the last party to sign this Agreement, by and between:

(Licensee) _____,

a _____, having its principal place of business at:

(Address) _____

(City) _____ (State) _____ (ZIP+4) _____ - _____,

and the United States Postal Service (USPS), an independent establishment of the executive branch of the Government of the United States, with offices at National Customer Support Center (NCSC), LACSLink Licensing Department, 225 N Humphreys Blvd, Suite 501, Memphis TN 38188-1001.

LICENSE AGREEMENT Number: 671440-04-LACS-XXXX

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

Introduction

- USPS has created a confidential and proprietary system for communicating changes in a location's delivery address; this system is referred to herein as the "LACSLink System" and is further defined below. The need to make address changes could arise for several reasons, but most commonly arise from implementation of a 911 emergency system, which normally involves changing rural-style addresses to city-style addresses or in renaming or renumbering existing city-style addresses.
- USPS has decided to offer the LACSLink System (defined below) commercially, which will provide greater efficiency and economic benefits for businesses in the mail industry and the USPS. Furthermore, to market or use other USPS systems and/or products such as CASS Certified software or the NCOALink FSP Product, it is required that the LACSLink System be resident and available for use in those systems.
- Licensee desires to utilize the LACSLink Product to update addresses and mailing lists and/or to provide list processing services.
- The present agreement (herein the "**Agreement**") provides the right to utilize the LACSLink Product so long as in accordance with the provisions set forth below.

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The Specifics of the Agreement

1. Definitions

- 1.1. **“Advertising”** means advertising, promotions, news releases, 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 statement concerning Licensee’s Product (defined below), in any media or form, including but not limited to, radio, television, electronic messaging, world wide web, magazine and newspaper advertising, and trade shows.
- 1.2. **“Deliverables”** means letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item delivered by USPS.
- 1.3. **“End User”** means an Entity that USPS has licensed to use the LACS^{Link} Product to update addresses and mailing lists.
- 1.4. **“Entity”** or **“entity”** means a single corporation or partnership or an individual person (i.e., a sole proprietorship), in good standing, licensed and registered to do business in one or more states, and does not include any party or affiliation(s) of parties that is not recognized as a legal entity by the laws of the state(s) in which it conducts business.
- 1.5. **“Field of Use”** means use in the field of updating addresses to conform with USPS requirements.
- 1.6. **“Interface”** means one or more Interfaces, each of which directly or indirectly uses the Licensed Materials (defined below) and/or complies with the Licensee Performance Requirements and/or Software Developer’s Guide (both defined below), and/or was developed in an attempt or with the intent of complying with the Licensee Performance Requirements and/or Software Developer’s Guide.
- 1.7. **“Intellectual Property Rights”** means the various intellectual property rights and responsibilities that USPS possesses or acquires under the law in effect in the United States of America in the LACS^{Link} Product and the other Licensed Materials (defined below), including, but not limited to, the laws concerning privacy, copyrights, inventions, patents, and trademarks.
- 1.8. **“LACS^{Link} Distributors”** means entities who license a LACS^{Link} interface under a valid LACS^{Link} Distribution Agreement.

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- 1.9. **“LACSLink Product”** means the confidential and proprietary database concerning the conversion of existing addresses to their new or updated or replacement address or the like, provided by USPS in a highly and uniquely secured environment.
- 1.10. **“LACSLink System”** means the confidential and proprietary system developed by USPS that provides for the conversion of existing addresses to their new or updated or replacement address or the like, and which includes, but is not limited to, the LACSLink Product, the Interface, the other Licensed Materials (defined below) and all of their updates, changes, and versions.
- 1.11. **“Licensed Materials”** consist of only:
- 1.11.1. The LACSLink Product and any updates therefore that USPS provides to Licensee and the materials and technical information that USPS provides to Licensee in written or oral form for use in connection with the LACSLink System under this Agreement, including the Licensee Performance Requirements (defined below).
- 1.11.2. All whole or partial copies on any media, adaptations, improvements, modifications, translations, derivative works, compilations, partial copies within modifications, including merges with other materials (from whatever source) and updates based on the foregoing, of the LACSLink Product and other Licensed Materials that are provided to Licensee by USPS in connection use of the LACSLink Product.
- 1.12. **“Licensee Performance Requirements”** refers to the most current copy of the Licensee Performance Requirements, as updated from time to time, which is incorporated herein by reference and which will be displayed by USPS upon its designated web site; under no circumstance will USPS be responsible for Licensee’s failure to possess the most current copy of the Licensee Performance Requirements.
- 1.13. **“Licensee’s Product”** means services, if any, offered by the Licensee to update addresses and mailing lists to prepare Deliverables for acceptance, handling, and delivery by USPS.
- 1.14. **“Software Developer’s Guide”** or **“SDG”** refers to the most current copy of the Software Developer’s Guide provided or made available to Interface developers by separate license with USPS, which may be updated from time to time and is incorporated herein by reference.
- 1.15. **“Territory”** means places of business operating within the geographic boundaries governed by the United States, its territories, and possessions.

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1.16. **“USPS Trademarks”** means the USPS-owned trademark LACSLink, UNITED STATES POSTAL SERVICE®, POSTAL SERVICE™, U. S. POSTAL SERVICE®, and USPS®.

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2. Scope and Purpose

- 2.1 The purpose of this Agreement is to govern the Licensee's use of the LACSLink Product and the other Licensed Materials as part of the LACSLink System in the Field of Use to update addresses and mailing lists to prepare Deliverables for acceptance, handling, and delivery by USPS.
- 2.2 The scope of this Agreement does not permit any use of information, data, software, code, systems, updates, or the like obtained or derived from or based on or incorporating, directly or indirectly, in whole or in part, the Licensed Materials, including creating or maintaining anything that incorporates in whole or in part, directly or indirectly the Licensed Materials, and in particular the LACSLink Product.
- 2.3 The scope of this Agreement does not include any right to develop or use the LACSLink Product, the Interface, or any related technology to artificially compile or maintain a list of addresses or to create **for any purpose whatsoever** other products or databases or collections of information including, but not limited to, lists of addresses, lists of an address history, and informational or data sources based upon information received from or through the LACSLink Product technology.
- 2.4 The scope of this Agreement does not include any express or implied right to export the Licensed Materials out of the Territory.
- 2.5 The scope of this Agreement does not include any right to use the Licensed Materials to conduct any research, experiments, evaluations, comparisons, or inventive endeavors.
- 2.6 The scope of this Agreement does not include any right
- to improve, correct, enhance, modify, alter, reconfigure, change, or prepare derivatives or variations of the LACSLink Product or the other Licensed Materials, or any portion thereof directly or indirectly; or
 - to reduce to practice any concepts, ideas, or thoughts related to the LACSLink Product or the other Licensed Materials, or any portion thereof,
- (collectively referred to herein as "Improvements"). Licensee may not use and may not permit any of Licensee's customers to use information obtained or derived from the LACSLink System for any purpose inconsistent with this Agreement, including but not limited to creating or maintaining any derivative products that incorporate data obtained from use of LACSLink Product or the other Licensed Materials in either whole or in part for the benefit of Licensee or its customers.

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3. The USPS Grant

- 3.1. Contingent upon being exercised strictly in accordance with the terms and conditions set forth in this Agreement and within the limits of the Scope and Purpose set forth above, USPS grants to Licensee in the Territory for the Term of this Agreement, until terminated or suspended as set forth below, a non-exclusive, non-transferable, revocable license under the USPS Intellectual Property Rights in the Field of Use to:
- 3.1.1. use the LACSLink Product and the other Licensed Materials within Licensee's organization for internal business purposes; and,
 - 3.1.2. use the LACSLink Product and the other Licensed Materials to provide services to third parties in the Field of Use.
- 3.2. USPS grants Licensee the right to display USPS Trademarks but only appropriately in reference to the LACSLink Product and the USPS in connection with Licensee's Products and in Advertising and packaging for Licensee's Products so long as in accordance with the provisions set forth below and contingent upon receipt of USPS's approval prior to the public display, distribution, or sale of Licensee's Products or Advertising.

4. Licensee Obligations:

- 4.1. Licensee acknowledges its obligation to and agrees to use the LACSLink Product and the other Licensed Materials only within the Scope and Purpose of this Agreement as set forth above.
- 4.2. Licensee agrees that to use the LACSLink Product and the other Licensed Materials outside of the Scope and Purpose breaches the terms of this Agreement (though such breach is excusable to the extent expressly permitted under another valid agreement with USPS).
- 4.3. Licensee agrees that any use of the Licensee's Products to provide services outside the Territory violates this Agreement.
- 4.4. Licensee acknowledges and agrees that this Agreement does not include any right to use, disassemble, reverse engineer, outsource, reproduce, distribute, sublicense, or compile data from or using the LACSLink Product or the other Licensed Materials.
- 4.5. Licensee acknowledges and agrees that this Agreement does not provide any right to change the Interface in any manner. (Changes can be made under a valid Developer's Agreement, but the Interface must be re-certified.)

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- 4.6. Licensee agrees to incorporate into Licensee's Products only the most recent USPS-certified Interface as obtained through development or purchase.
- 4.7. Licensee will install the LACSLink Product releases to correspond to the installation of the ZIP + 4 and City/State data as required by the Domestic Mail Manual (DMM) unless otherwise superseded by another License Agreement with the USPS.

5. Representations and Acknowledgments

- 5.1. USPS represents and Licensee agrees and acknowledges and will not contest that USPS is the sole owner of all rights, title, and interest in the intellectual property rights and any other rights in the LACSLink System, including, but not limited to the LACSLink Product, the other Licensed Materials, and all of their updates, changes, and versions.
- 5.2. [Reserved]
- 5.3. Licensee agrees and acknowledges that the LACSLink System is confidential proprietary property of USPS.
- 5.4. USPS reserves the right to make any and all changes to the LACSLink System, as it deems necessary.
- 5.5. End User agrees and acknowledges and will not contest that USPS owns all right, title, and interest in the trademark "LACSLink", as well as in the other USPS Trademarks (and any others identified as such in the Licensed Materials or elsewhere), and that it will not use the USPS Trademarks (or any other trademarks owned by USPS) except with the permission of the USPS and with the approval of USPS for each proposed use well prior to engaging in such use publicly (see Section 6).
- 5.6. Licensee acknowledges and agrees that in any event should Licensee use of any trademarks owned by USPS, such use will inure solely to the benefit of USPS; that all goodwill and reputation in the USPS marks belongs to USPS and will continue to belong to it; and that Licensee will not, at any time, acquire any ownership rights in the USPS marks by virtue of any use it may make of USPS marks.

6. Trademarks, Marketing, Approvals

- 6.1. Licensee agrees and acknowledges that USPS Trademarks are trademarks owned by the USPS and that it will use USPS Trademarks only as trademarks in reference to the USPS and its products and services as appropriate.

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- 6.2. Licensee agrees and acknowledges that it will use USPS Trademarks only with the specific permission and approval of the USPS and specifically in accordance with the specifications and guidelines provided by the USPS.
- 6.3. Licensee agrees **not to use** any of the following names or marks nor any derivative thereof nor any confusingly similar name or mark:

CASS
CASS Certified
COA
COA Link
DPV
DSF²
eLOT
FASTforward
IZ4
LACS
LACSLink
LINK
MAC
MAC Gold
MASS
NCOA
NCOALink
SuiteLink
ZIP

as Licensee's company name, trade name, product names, domain names, trademarks (including word marks, service marks, logos, slogans), or as part of any of the foregoing with regard to Licensee's Products (as defined in this Agreement).

- 6.4. Licensee agrees that these provisions concerning advertising, marketing, and promotion are not exclusive and that USPS may impose additional requirements which, in its sole discretion, it finds necessary.
- 6.5. Licensee agrees that Licensee's Products and each piece of Advertising:
- 6.5.1. will display the words "Non-exclusive Licensee of the United States Postal Service®" once, but not more than once;

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- 6.5.2. will direct that all payment for Licensee's Product will be made payable to Licensee;
 - 6.5.3. will clearly state that the price at which Licensee's Product is sold "is not established, controlled, or approved by the United States Postal Service;" and,
 - 6.5.4. if the Advertising, for example, the User's Guide or the like, contains commercial advertising by the Licensee or others, a statement that such advertising is neither approved nor endorsed by the United States Postal Service.
- 6.6. Licensee agrees that Licensee's Products and each piece of Advertising that displays a USPS Trademark will be accompanied by an acknowledgement of USPS's ownership in the following form: "The following trademarks are owned by the United States Postal Service®: [insert all USPS Trademarks used in the product, packaging, product literature, or advertising at issue here]."
- 6.7. Licensee agrees not to employ in its advertising or in-person marketing any language or other representation or sales technique from which a prospective purchaser might infer that Licensee or its agent is an employee or representative of USPS.
- 6.8. To ensure that prospective customers are not misled by any aspect of the advertising and method of sale used by Licensee to sell Licensee's Product, to ensure that the relationship between the Licensee and USPS is correctly represented, to ensure that USPS Trademarks are displayed correctly, and for other similar purposes, the Licensee will submit to USPS, well prior to any use ("use" includes, but is not limited to, display or distribution) samples of each proposed method of sale and each proposed piece of advertising, promotional material, product literature, packaging, and any other proposed use of any Licensed Marks.
- 6.9. Licensee will not publish or distribute any advertising, promotional materials, product literature, or packaging, or engage in any method of sale of Licensee's Product until after it has received approval from USPS. USPS will grant or withhold approval solely at its discretion. USPS's failure to respond within 15 days will be deemed disapproval of the proposal.

7. Use Restrictions

- 7.1. Licensee agrees to immediately cease use of the LACSLink Product and the other Licensed Materials if Licensee does not:

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- 7.1.1. properly execute and maintain as current all licenses associated with this License Agreement and pay all fees required under this Agreement prior to using the Licensed Materials or providing services using the Licensee's Product;
- 7.1.2. The Licensee will not encourage or permit, to the knowledge of the Licensee, unauthorized use or duplication of the Licensed Materials;
- 7.1.3. Licensee's Product will include the provision for updating the Licensed Materials provided by USPS;
- 7.1.4. Licensee's Product will not obligate USPS to provide Licensed Materials for a period in excess of the term of this License Agreement; and

8. Licensee

- 8.1. Licensee acknowledges its obligations and agrees to use the LACSLink Product and the other Licensed Materials only within the Scope and Purpose set forth above.
- 8.2. Licensee agrees and acknowledges that if Licensee makes any improvements to the LACSLink Product and the other Licensed Materials, then such improvements will be made on behalf of USPS, who will own all right, title, and interest in such improvements and to whom Licensee hereby assigns all right, title, and interest.
 - 8.2.1. If the foregoing is legally ineffective to convey all right, title, and interest to USPS, then Licensee agrees to assign all right, title, and interest to USPS upon the making of such improvement and agrees to execute a written document memorializing that assignment as soon as possible thereafter; further, Licensee agrees to cooperatively execute any other documents needed to memorialize the foregoing and/or to record it in the records of the US Patent and Trademark Office or other government organizations.

9. Term of Agreement

- 9.1. The term of this Agreement will commence on the date of execution of this Agreement by all parties, and continue until the following September 30th, unless earlier terminated pursuant to Section 11, below.
- 9.2. Provided that Licensee has received no notice of suspension, default, or termination under this Agreement, Licensee may elect to extend the term of this Agreement for an additional one-year term, commencing on October 1 of each year, by payment to

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USPS of the required annual license fee no less than thirty (30) days prior to the expiration of this Agreement.

10. Payment

- 10.1. Licensee will pay to USPS within ten (10) calendar days of the execution of this Agreement a fee in the amount set forth in the Licensee Fee Schedule, Exhibit A.
- 10.2. 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. Licensee may elect to terminate this Agreement upon receipt of notice of fee increases by providing USPS written notice within thirty (30) days after receipt of notice of fee increase. Termination of this Agreement by Licensee pursuant to a notice of fee increase will not relieve Licensee of any obligations under this License Agreement until the cancellation effective date.
- 10.3. Payment of the license fee is excused if Licensee is certified and licensed by USPS as an NCOA^{Link} Full Service Provider Licensee and is in good standing under that License Agreement, who enters into this Agreement for the purpose of fulfilling the requirement to offer the LACS^{Link} Product as a component of its products and services.

11. Termination and Suspension

- 11.1. Notice, Cure, Breach, Termination
 - 11.1.1 Licensee must immediately cease, or be forced to cease, all use of the Licensed Materials 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 Licensed Materials.
 - 11.1.2 If Licensee breaches any material term or provision of this Agreement and fails to cure the breach within ten (10) calendar 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.

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- 11.1.3 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.
- 11.1.4 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.
- 11.1.5 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 Licensed Materials or the USPS Trademarks by sending Licensee a notice of suspension. Upon receiving notification of the suspension, Licensee will cease the activities specified by USPS until authorized in writing by USPS that the activities may be resumed. USPS will not be obligated to continue to provide the Licensed Materials to Licensee for its own use or for the use of any of Licensee's End Users, nor will USPS be obligated to reimburse any fees for use of the Licensed Materials upon issuance of a notice of suspension or termination.
- 11.1.6 **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 will not be construed as a waiver by USPS of its right to resort to any and all other legal and equitable remedies available to USPS.
- 11.2 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.

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- 11.3 In the event USPS elects to discontinue licensing the LACS^{Link} Product, either in its entirety or for a specific platform, USPS will provide written notice to Licensee at least one (1) year before the discontinuation date (“USPS Discontinuation Date”). Licensee must immediately notify its customers, 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.
- 11.4 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 will 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

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States Government, USPS will not be subject to any liability by reason of such termination.

- 11.5 Notwithstanding the Term of the Agreement established herein, either party may terminate this Agreement upon sixty (60) days written notice to the other party. In the event Licensee cancels this Agreement, USPS will retain all fees paid to USPS under this Agreement.
- 11.6 USPS will incur no liability for any reason due to the termination of this Agreement.
- 11.7 In the event that the termination effective date does not correspond with the expiration of the Term of this Agreement, USPS will allow the continued use of the Licensed Materials through the termination date. Licensee will 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.
- 11.8 Upon receipt of any written notice of termination from USPS, Licensee will immediately notify its customers of the termination date and modify Licensee's Product to reflect that its use of the Licensed Materials will expire upon the termination date.
- 11.9 Licensee will, upon termination, immediately: (i) cease advertising, selling, and filling orders for any services relating to the Licensed Materials; (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 Licensed Materials; (iv) destroy or deliver to USPS the Licensed Materials along with all whole or partial copies of the Licensed Materials; and (v) deliver to USPS a notarized statement signed by an officer of Licensee confirming return and/or destruction of the Licensed Materials.
- 11.10 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.
- 11.11 Each of the above notices will be deemed effective immediately on issuance, without any judicial or court action or other action by USPS.

12. Limitation of Liability

Other than as specifically set forth in this Agreement, USPS makes no representations or warranties, express or implied, as to merchantability, fitness for any particular purpose or

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otherwise with respect to the LACSLink Product or the other License Materials, nor will USPS be liable for any special, incidental or consequential damages even if it has been or is hereafter advised of the possibility of such damages. USPS will not be liable for any design, performance or other fault or inadequacy of LACSLink Product or the other Licensed Materials, or for damages of any kind arising out of or in any way related to or connected with such fault or inadequacy.

13. Indemnity

13.1. Licensee agrees to hold harmless, defend, and indemnify USPS for infringement of any U.S. intellectual property rights arising out of Licensee's modification to or development of applications, materials, software or anything else for use with LACSLink System. In addition, Licensee agrees to hold harmless, defend, and indemnify USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought forth, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this License, resulting in whole or in part from any breach of this Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of the Licensed Materials, by Licensee, or any employee, agent, or representative of Licensee.

14. Confidentiality of the LACSLink Product and Other Licensed Materials

14.1. The LACSLink Product and the other Licensed Materials are confidential and proprietary to USPS and will remain the property of USPS. Nothing contained in this Agreement will give Licensee any right, title, or interest in or to the LACSLink Product or the other Licensed Materials except as the recipient of the license granted in this Agreement.

14.2. Licensee agrees to hold all information concerning LACSLink System confidential, to disclose said information only in accordance with the provisions of this Agreement, to take all reasonable steps (including at a minimum, but not limited to, those steps necessary to comply with Sections 14.4 and 20 of this Agreement) to safeguard the confidentiality of LACSLink Product and the other Licensed Materials and any or all parts thereof, and to prevent unauthorized disclosure thereof by Licensee's employees, agents, representatives, and customers.

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- 14.3. Unauthorized disclosure includes using the LACSLink Product for artificially creating or maintaining address lists, providing the LACSLink Product or any portion thereof to any third party for any purpose or under any conditions except as expressly authorized by this Agreement, or any other use of LACSLink Product that is not specifically authorized by this Agreement.
- 14.4. 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 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.
- 14.5. To ensure the confidentiality of address information in the LACSLink System, Licensee will ensure that none of its employees or any other individual or entity disclose to any third party any address information obtained through use directly or indirectly of the LACSLink System except as specifically authorized by this Agreement.
- 14.6. Licensee agrees to control and restrict any access to address information in or from LACSLink System to employees or other persons who need it to perform work for Licensee under this Agreement.
- 14.7. This Agreement does not give Licensee any proprietary interest in the address information in the LACSLink Product.
- 14.8. Due to the sensitive nature of the confidential and proprietary information contained in the Licensed Materials, Licensee acknowledges that unauthorized use and/or disclosure of Licensed Materials will irreparably harm 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 total revenue Licensee obtained through its use of the Licensed Materials, whichever amount is greater, and

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(b) consents to such injunctive, equitable, or other monetary relief as a court of competent jurisdiction may deem proper.

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15. Proprietary Notice

Any copies of LACSLink Product and the other Licensed Materials produced by Licensee will have a notice identifying the same as the confidential and proprietary property of USPS.

16. Audit and Inspection Rights

USPS may, in its sole discretion and upon reasonable notice, inspect and audit Licensee's use of the Licensed Materials 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 will only examine information directly related to Licensee's use of the Licensed Materials to confirm Licensee's compliance with the terms of this Agreement.

17. No Partnership or Joint Venture

This Agreement does not create a partnership or joint venture between the parties and Licensee will have no power to obligate or bind USPS in any manner whatsoever.

18. Notices

All notices under this Agreement shall be given in writing, and sent to the address of each party set forth in this Agreement, by electronic mail (with confirmation receipt), by U.S. Certified Mail, return receipt requested, postage paid, or by nationally-recognized overnight service. All such notices will be effective upon receipt.

19. Governing Law

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.

20. Applicable Law Compliance

20.1. The Licensed Materials, in particular, the address information contained therein, are governed by the provisions of 39 USC 412, which prohibits the disclosure of address lists. Accordingly, Licensee will take all steps necessary to secure the Licensed Materials in a manner that fully complies with Section 412. Licensee will ensure that it does not use the Licensed Materials for the purpose of creating address lists.

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20.2. Licensee will adopt all security measures identified in Section 14 to detect cases where address records have been artificially generated and presented to the LACSLink System for the apparent purpose of creating an address list or any other type of list of addresses.

20.3. Licensee acknowledges that the export of the LACSLink Product and the other Licensed Materials is outside the Scope and Purpose of this Agreement and is outside the license granted in this Agreement and that such export may be subject to compliance with the Export Administration Act Regulations of the United States Department of Commerce, as amended, and other export controls of the United States (“Export Laws”). Licensee agrees that it will comply with such Export Laws and that it will not export or re-export any Licensed Materials or direct products thereof in violation of such Export Laws or otherwise.

21. Jurisdiction and Venue

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.

22. Entire Agreement

This Agreement, subject to the regulations and policies of the USPS, 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.

23. Non-Transferable

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

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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.

24. Change to Information

Any change to the personnel, location, and/or software systems for activities involving or relating to the LACSLink System, the Licensed Materials, or to the information contained in the application materials submitted by Licensee to USPS must be reported to the USPS immediately. USPS may consider Licensee's failure to report such changes to USPS as a default under this Agreement.

25. Survival Obligations

Notwithstanding the expiration or termination of this Agreement, the obligations set forth in Sections 1, 2, 5, 6.1-6.3, 8.2, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 245 will survive such expiration or termination.

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IN WITNESS THEREOF, the parties have executed this Agreement effective as of the date of the last party to sign this Agreement:

LICENSEE: **«Company Name»** _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

UNITED STATES POSTAL SERVICE:

BY: _____

NAME: **Earl L. Johnson** _____

TITLE: **Director, Address & Retail Technology Services** _____

DATE: _____

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Exhibit A
License Fee Schedule

Annual License Fees

\$ 490.00 Annual Fee

License Fee Pro-Ration Schedule

License Executed Month of:	Fee Covers Period of:	Prorated Fee
October	November – September	\$ 490.00
November	December – September	490.00
December	January – September	490.00
January	February – September	367.50
February	March – September	367.50
March	April – September	367.50
April	May – September	245.00
May	June – September	245.00
June	July – September	245.00
July	August – September	122.50
August	September	122.50
September	October – September, new license year	122.50

* 4th quarter fees will also include renewal fees to be paid by August 31

The Fees set forth above are subject to modification upon notice by USPS.