

## LICENSING ANNOUNCEMENT NOVEMBER 19, 2020

### Reminder on the Sole Purpose of NCOA<sup>Link</sup><sup>®</sup>

**Primary Audience:** NCOA<sup>Link</sup><sup>®</sup> Full and Limited Service Providers; End Users; Software Developers and MPE Licensees

**What:** As a reminder, the sole purpose of the NCOA<sup>Link</sup> Product is to update Mailing Lists in the preparation for delivery by the USPS<sup>®</sup>. All of the NCOA<sup>Link</sup> License Agreements state that a 'Mailing List' is a list, system, group or other collection of at least 100 unique names and addresses.

Based on this information, the USPS has determined the following:

- A 'Mailing List' may contain more than one unique name at different addresses.
- A 'Mailing List' may contain more than one unique address with different names.

Based on these criteria, a 'Mailing List' consists of 100 unique name and address records. The records in this 'List' are not duplicate transactions/records of the same name and/or address. Manipulating, duplicating a transaction or record with the same name and address information (or any variations thereof) to meet or exceed this requirement is not allowed. Queries into the NCOA<sup>Link</sup> Product of individual name and address combinations are specifically prohibited and must not be allowed under any circumstances.

Furthermore, addresses obtained as a result of the NCOA<sup>Link</sup> process cannot be shared with parties outside of your organization. The NCOA<sup>Link</sup> License Agreement states (Sections 13.6-13.7):

'Licensee agrees to control and restrict any access to address information in or from the NCOA<sup>Link</sup> Product to employees or other persons who need it to perform work for Licensee under this Agreement.

Due to the sensitive nature of the confidential and proprietary information contained in the Service Materials, Licensee acknowledges that unauthorized use and/or disclosure of Service 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 License Agreement or treble the total revenue Licensee obtained through its use of the Service Materials during the period of breach, whichever amount is greater, and (b) consents to such injunctive, equitable or other monetary relief as a court of competent jurisdiction may deem proper.'

It is the Licensees' responsibility to ensure that Mailing Lists submitted for NCOA<sup>Link</sup> processing meets the NCOA<sup>Link</sup> requirement of at least 100 unique names and addresses. The NCOA<sup>Link</sup> Software Developer Software Performance Requirements for Service Provider Software (section 4.6) and End User Mailer Software (section 4.5) states 'Software must be capable of rejecting address lists of less than 100 unique names and addresses.'

Additionally, it is also the Licensees' responsibility to ensure the confidentiality of the NCOA<sup>Link</sup> Product and information returned as a result of the NCOA<sup>Link</sup> processing.

Please share this information with all pertinent contacts within your company.

If you have any questions regarding this requirement, contact the Licensing Department at 800-589-5766.