

UNITED STATES POSTAL SERVICE
LACSLink® DEVELOPER AGREEMENT

THIS AGREEMENT LICENSES THE DEVELOPMENT OF SOFTWARE INTERFACES FOR THE LACSLink SYSTEM and is effective on the date signed by the United States Postal Service, by and between: (Developer) _____,
a _____, having its principal place of business at:
(Address) _____
(City) _____ (State) _____ (ZIP+4) _____,
and the United States Postal Service (USPS), with offices at Addressing Technology, LACSLink Licensing Department, 225 N Humphreys Blvd, Suite 501, Memphis TN 38188-1001.

LICENSE AGREEMENT Number: 671440-04-LACSLink - 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 (referred to herein as the “LACSLink System” and further defined below) for providing changes to a location’s delivery address. These 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.
- To facilitate the preparation of mail for delivery, USPS has decided to offer the LACSLink System 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 mail preparation systems such as the CASS System or the NCOALink System, it is required that the LACSLink System be readily available for use.

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- Developer wishes to acquire a nonexclusive license **solely** for the purpose of developing an Interface needed to access the specialized data in the LACSLink System.
- This license does **not** grant the right to use, sell, reproduce, display, perform, or distribute any Interfaces; to obtain those rights, Developer must apply for, be accepted for, and enter into a separate license selected from one or more of the license categories that will be available.

1. Definitions

- 1.1. **“Field of Use”** means the preparation of Deliverables (defined below) using an address that has been standardized to conform with Postal Service requirements including the ZIP+4® Code, and deposit of the Deliverables with the Postal Service for delivery.
- 1.2. **“Interface”** means one or more Interfaces, each of which directly or indirectly uses the Licensed Materials and/or complies with the Licensee Performance Requirements and/or Software Developer’s Guide, and/or was developed in an attempt or with the intent of complying with the Licensee Performance Requirements and/or Software Developer’s Guide.
- 1.3. **“LACSLink Product”** means the confidential and proprietary data base 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.
- 1.4. **“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 the other Licensed Materials, and all of their updates, changes, and versions.
- 1.5. The **“Licensed Materials”** consist of only:
 - 1.5.1. The LACSLink Product and any updates therefore that USPS provides to Developer and the materials, know-how, computer code, and technical information that USPS provides to Developer in written or oral form for use in connection with developing

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Interfaces for the LACSLink System under this Agreement, including the Licensee Performance Requirements and Software Developer's Guide (both defined below).

- 1.5.2. 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 Developer by USPS in connection with developing an Interface for the LACSLink Product.
- 1.6. **“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 Developer's failure to possess the most current copy of the Licensee Performance Requirements.
- 1.7. **“Platform”** means the individual computer operating platforms for which Licensee develops under this Developer's Agreement separate, individual Interfaces, each of which can run only on one Platform.
- 1.8. **“Software Developer's Guide”** or **“SDG”** refers to the most current copy of the Software Developer's Guide provided or made available to Developer by USPS, which may be updated from time to time and is incorporated herein by reference.
- 1.9. **“Territory”** means places of business operating within the geographic boundaries of the United States, its territories, and possessions.
- 1.10. **“USPS Trademarks”** means the USPS-owned trademarks LACSLink, UNITED STATES POSTAL SERVICE®, POSTAL SERVICE™, US POSTAL SERVICE®, and USPS®.

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2. Scope and Purpose

- 2.1. The sole purpose of this Agreement is to obtain the development of an Interface using the Licensed Materials to facilitate commercial use of the LACSLink System.
- 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 but not limited to the LACSLink System, to create or maintain *anything* (other than the development of Interface licensed herein) that incorporates in whole or in part directly or indirectly the Licensed Materials, in particular the LACSLink Product.
- 2.3. The scope of this Agreement does not include, directly or indirectly, renting, selling, distributing, transferring, disclosing, accessing, or otherwise providing to others ***anything whatsoever***.
- 2.4. Except as explicitly authorized by this Agreement or subsequently by USPS in writing for testing the Interface being developed under this Agreement, the scope of this Agreement does not include using the Interface with the LACSLink Product to process any address information.
- 2.5. The scope of this Agreement does not include any express or implied right to export the Licensed Materials out of the Territory.
- 2.6. 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, except strictly as necessary to develop Interfaces as licensed in this Agreement.
- 2.7. This scope of this Agreement does not include any express or implied right to use, display, reproduce, distribute, outsource, sublicense, disassemble or reverse engineer, or compile data from or using the LACSLink Product except as necessary to develop and test Interfaces in accordance with this Agreement.

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- 2.8. 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 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 Licensed Materials, or any portion thereof,
- (collectively referred to herein as “Improvements”) except strictly as necessary to prepare Interfaces in accordance with this Agreement.
- 2.9. 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 Licensed Materials in either whole or in part for the benefit of Licensee or its customers.
- 2.10. No proprietary Licensee address list(s) or service products or other system of records that contain(s) address attributes updated through the LACSLink System will be rented, sold, distributed or otherwise provided in whole or in part for any purpose containing address attributes derived from LACSLink Product processing.

3. The USPS Grant

- 3.1. Contingent upon being as 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 Developer for the Term of this Agreement, until terminated or suspended as set forth below, a non-exclusive, non-transferable, revocable license in the Territory to develop, using the Licensed Materials, one or more Interfaces, each of which must function on only one Platform, for use with the LACSLink Product in the Field of Use in compliance with the Licensee Performance Requirements and the Software Developer’s Guide.

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3.2. This License does not include any express or implied right

- 3.2.1. to use, display, reproduce, distribute or sublicense, disassemble or reverse compile the LACSLink Product except within the limited scope expressly defined in this Agreement.
- 3.2.2. to market separate or stand-alone products derived from the LACSLink System without prior written permission of USPS.
- 3.2.3. to jointly or individually make any invention or Improvement, whether patentable or unpatentable, on or relating to LACSLink System or any portion thereof without the prior written approval of USPS, which USPS may withhold in its sole discretion.
- 3.2.4. to use LACSLink Licensed Materials provided or obtained under this License for any purpose other than the fulfillment of requirements under this License.

3.3. The License includes the right to make copies of the Licensed Materials only as specifically authorized and provided for in this Agreement and in the Licensed Materials and only to the extent necessary to develop and test the Interface.

4. Payment

- 4.1. In consideration for the grant of this License, Developer will pay to USPS within ten (10) calendar days of the execution of this Agreement a fee in the amount of \$1,690.00 (One Thousand Six Hundred Ninety dollars). 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.
- 4.2. Payment of this Fee is excused if Developer is a certified, licensed distributor of USPS's CASS or NCOALink technology in good standing who enters into this license for the purpose of fulfilling the requirement to provide users of their products with access to the LACSLink System capabilities.

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5. Developer

- 5.1. Developer agrees to use the Licensed Materials only in the Territory during the Term of this Agreement, unless terminated or suspended as set forth below, and only to prepare one or more Interfaces, each of which will function with only one Platform, for use with the LACSLink System in the Field of Use in compliance with the Licensee Performance Requirements and the Software Developer's Guide.
- 5.2. Developer acknowledges its obligation to and agrees to use the Licensed Materials and any Interface it develops only within the Scope and Purpose set forth above.
- 5.3. Developer agrees and acknowledges that if Developer makes any Improvements, then such Improvements will be made on behalf of USPS, who will own all right, title, and interest in such Improvements and to whom Developer hereby assigns all right, title, and interest.
 - 5.3.1. If the foregoing is legally ineffective to convey all right, title, and interest to USPS, then Developer 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, Developer 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.

6. USPS's Intellectual Property Rights and Developer's Limited Advertising Rights

- 6.1. USPS represents and Developer agrees and acknowledges and will not contest, that USPS owns all right, title, and interest in the intellectual property rights and any other rights in the LACSLink System.
- 6.2. Developer agrees and acknowledges that the LACSLink System is confidential, proprietary property of USPS.
- 6.3. USPS reserves the right to make any and all changes to the LACSLink System.
Developer agrees and acknowledges and will not contest that USPS owns all right,

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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. Licensee acknowledges and agrees that in any event should Licensee use any marks 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, if any.

- 6.3.1. Developer agrees to use the USPS Trademarks only to refer to services or products originating with the USPS.
- 6.3.2. Developer will not advertise or promote or even imply that it is developing and/or will be marketing services or products *certified or authorized* by the USPS for use with LACSLink Product. Developer may disclose **only** that it has “**applied**” to become a “certified Interface Developer” for the “United States Postal Service’s LACSLink” service (or product or system).
- 6.3.3 With regard to Developer’s Products under this agreement, Developer agrees **not to use** any of the following names or marks nor any derivative thereof nor any confusingly name or mark.

CASS
CASS Certified
COA
COA Link
DPV
DSF
eLOT
FASTforward
IZ4
LACS
LACSLink
Link
MAC

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MAC GOLD
MASS
NCOA
NCOALink
SuiteLink
ZIP

as part of the Developer company name, trademark, trade names, product names, domain names, or trademarks (including word marks, service marks, logos nor slogans).

- 6.4 Developer agrees that these provisions concerning Developer's Limited Advertising are not exclusive and that USPS may impose additional requirements which, in its sole discretion, it finds necessary.

7 Certification and Changes to Licensed Materials

- 7.1 The Interface developed under this Agreement must adhere to the requirements set forth in the Software Developer Guide (SDG) and the Licensee Performance Requirements, defined above and incorporated herein.
- 7.2 Prior to using its Interface anywhere other than Developer's development site, Developer must:
- 7.2.1.1 perform a certification test using the Interface to ensure compliance with the SDG and the Licensee Performance Requirements. USPS may conduct this test remotely. In addition, USPS may request that Developer submit the Interface to USPS for testing; and
 - 7.2.1.2 receive written notification from USPS that USPS has completed its testing of the Interface and approves Developer's use of the Interface.
- 7.3 Except strictly as needed for development and testing, Developer will not use the Interface either before or after it is tested and approved in writing by USPS, until it enters into the appropriate agreement with USPS for such use.

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- 7.4 USPS reserves the right to make any and all changes within the Licensed Materials as it deems necessary in the design, function, reporting requirements, or other components established within the Licensee Performance Requirements or the SDG, as defined above and incorporated herein.
- 7.5 Developer must modify its Interface within thirty (30) days of receipt of USPS changes to the Licensed Materials, or such other periods of time as required by USPS.
- 7.6 Prior to using the modified Interface other than in Developer's development site, Developer will satisfy the USPS testing requirements as set forth in 7.2.1-7.2.2, above, and pay fees to USPS as may be required in accordance with the License Fee Schedule attached hereto as Exhibit A.
- 7.7 In the event Developer modifies the Interface for reasons unrelated to USPS change of Licensed Materials, Developer will satisfy the USPS testing requirements set forth in 7.2.1-7.2.2, above, and pay fees to USPS as shown in the License Fee Schedule attached hereto as Exhibit A.
- 7.8 Developer will perform a certification test using the Interface at least once during each term of this Agreement to ensure compliance with the SDG and the Licensee Performance Requirements. Developer will satisfy the USPS testing requirement set forth in 7.2.1-7.2.2, above, and pay fees to USPS as may be required in accordance with the License Fee Schedule attached hereto as Exhibit A.

8 Term of License Agreement

- 8.1 The term of this License Agreement will commence on the date of execution of this License Agreement by all parties and continue until the next September 30th unless earlier terminated pursuant to Section 9, below.
- 8.2 Provided that Developer has received no notice of suspension or default under this License Agreement, Developer may elect to extend the term of this License 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 License Agreement.

9 Termination and Suspension

9.1 Notice, Cure, Breach, Termination

- 9.1.1. 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.
- 9.1.2. 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.
- 9.1.3. 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.
- 9.1.4. 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.
- 9.1.5. 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

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USPS be obligated to reimburse any fees for use of the Licensed Materials upon issuance of a notice of suspension or termination.

- 9.1.6. **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.

- 9.2 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.

- 9.3 In the event USPS elects to discontinue licensing the LACSLink System, 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 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.

- 9.4 Notwithstanding other provisions of this Section 9, 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

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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 9) 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.

- 9.5 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.
- 9.6 USPS will incur no liability for any reason due to the termination of this Agreement.
- 9.7 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

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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.

9.8 [Reserved]

9.9 Licensee will, upon termination, immediately: (i) [reserved][reserved]; (ii) [reserved][reserved]; (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.

9.10 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.

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

10 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 otherwise with respect to LACSLink®, 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®, or for damages of any kind arising out of or in any way related to or connected with such fault or inadequacy.

11 Indemnity

11.1 Developer agrees to hold harmless, defend, and indemnify USPS for infringement of any U.S. patent, copyright, trademark, or service mark arising out of Developer's modification to or development of applications, materials, software, or anything else

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for use with LACSLink System. In addition, Developer 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, including data derived from the LACSLink System, by Developer, or any employee, agent, or representative of Developer.

12 Confidentiality of the LACSLink System, Change Of Address Information, And Other Licensed Materials

- 12.1 LACSLink Product and other Licensed Materials are the confidential and proprietary to USPS and will remain the property of USPS. Nothing contained in this Agreement will give Developer any right, title, or interest in or to the LACSLink System except as the recipient of the license granted in this Agreement.
- 12.2 Developer 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 12.4 and 18 of this Agreement) to safeguard the confidentiality of LACSLink, the LACSLink System, and other Licensed Materials, and any or all parts thereof, and to prevent unauthorized disclosure thereof by Developer's employees, agents, representatives, and customers.
- 12.3 Unauthorized disclosure includes using LACSLink and/or Licensed Materials for artificially creating or maintaining address lists, providing LACSLink 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 and/or the provided source code that is not specifically authorized by this Agreement.

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12.4 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.

12.4.1 Licensee must adopt and maintain all physical and electronic security measures identified within the Licensee Performance Requirements and Software Developer's 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.

12.5 To ensure the confidentiality of address information in the LACSLink System, Developer 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.

12.6 Developer agrees to control and restrict any access to address information in or from the LACSLink System to employees who need it to perform work for Developer under this Agreement.

12.7 Due to the sensitive nature of the confidential and proprietary information contained in the Licensed Materials, Developer acknowledges that unauthorized use and/or disclosure of Licensed Materials will irreparably harm USPS's right to control its intellectual property. Accordingly, Developer (a) agrees to reimburse USPS for any

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unauthorized use and/or disclosure at a rate of treble (3) times the current annual fee charged to Developer under this License Agreement or treble the total revenue Developer obtained through its use of the Licensed Materials, whichever amount is greater, and (b) consents to such injunctive, equitable, or other monetary relief as a court of competent jurisdiction may deem proper.

13 Proprietary Notice

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

14 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.

15 No Partnership or Joint Venture

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

16 Notices

All notices under this Agreement shall be given in writing, and sent to the address of each party as 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 shall be effective upon receipt.

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17 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.

18 Applicable Law Compliance

- 18.1 The Licensed Materials, in particular, the address information contained therein, are governed by the provisions of 39 USC 412, which prohibits the disclosure of lists of names or addresses. Accordingly, Developer will take all steps necessary to secure the Licensed Materials in a manner that fully complies with Section 412. Developer will ensure that it does not use the Licensed Materials for the purpose of creating or maintaining address lists.
- 18.2 Developer will adopt all security measures identified within the Licensee Performance Requirements 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.
- 18.3 LACSLink Product is a derivative of USPS's system of records as defined in subsection (a) (5) of the Privacy Act of 1974, 5 United States Code 552a (the "Act"), and is subject to the provisions of the Act, and 39 CFR 266-268. Developer and Developer's customers will use LACSLink for the preparation of mail that will be submitted to the United States Postal Service for acceptance and delivery and, in accordance with subsection (m)(i) of the Act, will fully comply with the requirements of the Act while the information is in Developer's custody. Included among these requirements are: (1) The prohibition against the disclosure or use of the information for any purpose other than to Update addresses on pre-existing address mailing lists; (2) Maintenance of an accurate accounting of all disclosures of the information in accordance with subsection (c) of the Act; and (3) Provision of rules of conduct and instruction for employees and institution of procedural and physical safeguards to ensure the security of the information in accordance with subsections (e) (9) and (e) (10) of the Act. Pursuant to subsection (m)(i) of the Act, Developer and its employees

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are subject to the criminal penalties set out in subsection (i) (1) of the Act for any willful disclosure prohibited by the Act.

- 18.4 Developer acknowledges that the export of the Licensed Materials and LACSLink Product 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”). Developer 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.

19 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.

20 Entire Agreement

This Agreement constitutes the entire Agreement between USPS and Developer 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 Developer.

UNITED STATES POSTAL SERVICE
LACSLink® DEVELOPER AGREEMENT

21 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 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.

22 Changes to Information

24.1 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.

23 Survival Obligations

The obligations and other provisions set forth in Sections 1, 2, 6, 7, 9, 10, 11,12, 13, 14, 17, 18, and 19 will survive the expiration or termination of this Agreement.

UNITED STATES POSTAL SERVICE
LACSLink® DEVELOPER AGREEMENT

IN WITNESS THEREOF, the parties have executed this Agreement effective as of the date first written above:

DEVELOPER: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

UNITED STATES POSTAL SERVICE:

BY: _____

NAME: **Earl L. Johnson**

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

DATE: _____

UNITED STATES POSTAL SERVICE
LACS^{Link}® DEVELOPER AGREEMENT

Exhibit A
License Fee Schedule

Developer License

\$1,690.00	Initial License Term (no prorations)
\$490.00	Each One Year Extension Term (includes all testing)

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