

United States Postal Service®
License Agreement
Address Matching System Application Program Interface (AMS API) Product

THIS AGREEMENT LICENSES THE USE OF THE ADDRESS MATCHING SYSTEMS APPLICATION PROGRAM

INTERFACE (AMS API) PRODUCT, and is effective on the date signed by the United States Postal Service, by and

between: (Licensee) _____

a _____ registered and in good standing under the laws of the State of _____
[insert business type]

having its principle place of business at:

(Address) _____

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

the

United States Postal Service (USPS), with offices in Licensing Department, National Customer Support Center (NCSC),

225 N Humphreys Blvd, Suite 501, Memphis TN 38188-1001

INTRODUCTION

The United States Postal Service owns all right, title, and interest in the copyrights and other intellectual property rights in and to various software, computer language, programs, and data, including all versions, derivatives, and editions, known as the United States Postal Service Application Program Interface (API), which is comprised of the following components: the Address Matching Systems Application Program Interface (AMS API), the Address Matching System (AMS) ZIP + 4® national database, the DPV® Application Program Interface (DPV API), the DPV national database, the LACS^{Link}® Application Program Interface (LACS^{Link} API), the LACS^{Link} national database, the eLOT® national database, the RDI™ Application Program Interface (RDI API), the Suite^{Link}® Application Program Interface (Suite^{Link} API), the Suite^{Link} national database, and the information contained therein, (referred to as the “Licensed Materials”), and it will be the sole owner of all copyrights in subsequent revisions thereof, and,

Licensor is the owner of numerous trademarks, including but not limited to: United States Postal Service®, Postal Service™, Post Office™, United States Post Office®, the Eagle logo, ZIP + 4®, CASS™, CASS Certified™, DPV®, eLOT®, RDI™, LACS^{Link}®, Suite^{Link}® (“the Licensed Marks”) and numerous other marks, and

Licensee wishes to acquire a non-exclusive license to access the Address Matching System software, via the API interface module for the purpose of:

- a) using the Licensed Materials internally in its own operations as a component of Licensee's internally-developed software system ("Licensee's Internal Software"); and/or
- b) to provide standardized address-matching services in accordance with the United States Postal Service User Guide ("the AMS API User Guide"); and/or
- c) to allow Licensee to incorporate the Licensed Materials as a component of Licensee's own software product ("Licensee's Product") for manufacture and distribution to End Users of Licensee's Product, who shall be strictly limited to using the Licensed Materials only as a component of Licensee's Product and only within the United States, its territories and possessions (the "Territory") with no right to sublicense, distribute, reproduce, perform, display, or sell the Licensed Materials; and

Licensee agrees that it shall have no right to distribute or sell the Licensed Materials to any individual or entity for use of the Licensed Materials outside the Territory and any attempt to do so shall be void.

Licensee must comply with all requirements, specifications, etc. contained within this Agreement. Exhibits within this Agreement shall be considered valid, unless exceptions are explicitly allowed by the United States Postal Service in writing.

NOW THEREFORE, in consideration of the grant and mutual agreements set forth, the parties agree as follows:

- 1.0 Grant Of Rights.** Subject to the terms and conditions of this agreement, Licensors hereby grants to Licensee a non-exclusive, non-transferable, terminable, license within the Territory for the Term of this Agreement:
- 1.1** To use the Licensed Materials internally as part of Licensee's own operations as a component of Licensee's Internal Software;
 - 1.2** To provide standardized address-matching services according to the AMS API User Guide;
 - 1.3** To use the Licensed Marks in advertising, marketing, and/or distributing Licensee's Product to End Users or on Licensee's graphic user interfaces for Licensee's Internal Software in a manner approved by USPS; and
 - 1.4** To incorporate the Licensed Materials into Licensee's Product as a component thereof for distribution to End Users of Licensee's Product subject to the provisions set forth herein.
 - 1.4.1** Such End Users' right to use the Licensed Materials shall be strictly limited to use solely as a component of Licensee's Product and only within the Territory; and
 - 1.4.2** Such End Users shall have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Licensed Materials.

Nothing in this Agreement shall be construed as preventing the United States Postal Service from licensing or providing the Licensed Materials or Licensed Marks to other entities as it deems appropriate.

2.0 Fees and Payments. Licensee shall pay Licensor the fees set forth in this Agreement for Licensee's use and for Licensee's End Users' use of the Licensed Materials provided by Licensor to Licensee. These fees may be imposed in separate or in combination, as dictated by the utilization of the Licensed Materials by the Licensee or its End Users. USPS® shall pro-rate the license fees for the initial license term through September 30, as outlined in Exhibit A. This pro-ratio shall not apply to any extension term. The separate fees that will be imposed through this Agreement are:

3.0 Software Use License Fee. Licensee shall pay to Licensor the appropriate fee, or combination of fees, for a license to use the Licensed Materials and for its End Users' use of the Licensed Materials. Licensor shall provide the Licensee with a "Developer's Kit Module," which shall consist of the necessary software and documentation to allow Licensee to develop a graphic user interface between its software and the Address Matching System. Fees shall be assessed subject to the manner in which the Licensed Materials will be used, as specified below.

A. Internal API Access. The amount specified within the most current version of Exhibit A of this Agreement, in addition to other fees as appropriate and specified herein for the Licensee to use the Address Matching System Application Program Interface (AMS API), the Address Matching System (AMS) ZIP + 4 national database, the DPV Application Program Interface (DPV API), the DPV national database, the LACS^{Link} Application Program Interface (LACS^{Link} API), LACS^{Link} national database, the RDI Application Program Interface (RDI API), the eLOT national database, and Suite^{Link} Application Program Interface (Suite^{Link} API) and Suite^{Link} national database contained in the Licensed Materials, when such access is part of Licensee's Internal Software and when use of the Licensed Materials is limited to use by Licensee's employees.

B. API Sublicense. The amount specified within the most current version of Exhibit A of this Agreement, in addition to other fees as appropriate and specified herein, for the right to distribute the Licensed Materials to End Users.

- 4.0 Database License Fees.** Licensee shall pay to Licensor the appropriate fee for the number of electronic media Licensee needs in one subscription year to exercise the License granted herein for Licensee to use and/or distribute multiple copies of the Licensed Materials. If the number of electronic media ordered for the next subscription year exceeds the number ordered in the previous subscription year, Licensee will be responsible for the difference.
- 5.0 Electronic Media Duplication/Distribution Fee.** Licensee shall pay Licensor a per copy fee, for each electronic media provided by Licensor to Licensee. The method of payment of this fee shall be subject to the manner in which the Licensed Materials are intended for use, as specified below.
- A.** For use of the electronic media in Licensee's Internal Software, Licensee shall pay this fee at the time that it requires additional electronic media. Included with the annual subscription fee are six (6) bi-monthly media.
 - B.** For use of electronic media in Licensee's Product for End Users, Licensee shall pay this fee at the time that it requires additional electronic media. Included with the annual subscription fee are six (6) bi-monthly media.
- 6.0 Multiple Users Fees.** Licensor authorizes Licensee to transfer the Licensed Materials from electronic media to network file servers or other system server devices as may be desired for the purpose of providing access to Licensee's Internal Software available only to Licensee's employees to multiple remote users, provided that the transfer of Licensed Materials does not violate any license restrictions or use restrictions on the number of active copies of files which may be used or exist at a single time. Licensees providing approved remote multi-user access (network/Internet server, dial-up, peer to peer, etc.) to their services or products will be assessed an annual fee as specified within the most current version of Exhibit A of this Agreement. If the Licensed Materials are placed on a client/server, the Licensed Materials should only be accessed by Licensee's own employees within the Territory.
- 7.0 Fees For Renewal Terms.** The Licensor shall have the right to increase any or all fees associated with this Agreement after the end of the first one year term, and at the end of any or all subsequent one year terms, by providing Licensee written notice of such price increases at least ninety (90) days prior to the effective date of the price increase.

- 7.1** Licensee may elect to terminate this Agreement upon receipt of notice of price increases by providing Licensor written notice within thirty (30) days after receipt of notice of price increase. Termination of this Agreement by the Licensee pursuant to a notice of price increase will not relieve Licensee or its End Users of any obligations or provisions stated within this Agreement until the cancellation effective date.
- 7.2** Following the receipt of written notice from the Licensee of its intention to terminate this Agreement subsequent to a price increase by Licensor, Licensor shall continue to supply Licensee with sufficient quantities of electronic media to allow Licensee to fulfill any outstanding obligations to its End Users for which Licensee has paid appropriate fees as of the date Licensee provided written notice of termination to Licensor.
- 7.3** Licensee shall remain obligated to pay Licensor for any electronic media provided at the price that was in effect prior to the notice of the price increase. Under no circumstances shall Licensor be obligated to provide electronic media to Licensee for subsequent provision to its End User for a period of more than one (1) year, nor shall Licensor be obligated to provide electronic media for any End Users that did not exist as of the date the Licensee notified Licensor of its intent to terminate this Agreement through this provision.

8.0 DPV. The DPV Product is incorporated into the AMS API Product to identify whether a ZIP + 4 coded address is currently represented in the USPS delivery point file as a known address record. The CASS Certified™ AMS API Product matches and standardizes addresses within a range of valid addresses. The DPV system ensures ZIP + 4 codes will be assigned only when the primary number of the address can be validated using the DPV Product, and whether the input address reflects any applicable municipality address conversions. Utilization of the DPV system will allow users to confirm valid known USPS addresses as well as identify potential addressing issues that may cause problems with delivery. Correcting potential addressing issues can reduce the amount of undeliverable-as-addressed (UAA) pieces, which in turn will result in more efficient mail processing and delivery. All requirements and specifications are specified within the most current version of Exhibit E of this Agreement.

8.1 LACS^{Link}. The LACS^{Link} Product is incorporated into the AMS API Product and identifies whether an input address reflects any applicable municipality address conversions. The LACS^{Link} system is a tool for communicating changes in a location's delivery address. Such changes most commonly arise from implementation of 911 emergency systems, which normally involves changing rural-style addresses to city-style addresses or in renaming or renumbering existing city-style addresses. Correcting potential addressing issues can reduce the amount of undeliverable-as-addressed (UAA) pieces, which in turn

will result in more efficient mail processing and delivery. All requirements and specifications are specified within the most current version of Exhibit E of this Agreement.

- 8.2 RDI.** The RDI Product works in conjunction with the AMS API Product to identify whether a ZIP + 4 coded address is classified as residential or business in the USPS Address Management System (AMS) database. Utilization of the RDI system will allow users to identify non-business delivery addresses. All requirements and specifications are specified within the most current version of Exhibit G of this Agreement.

The interface for the RDI Product can be developed by purchasing the RDI Developer's Kit. The RDI Product data may only be obtained by completing the Address Information Systems (AIS) Products Order Form and returning the form to the USPS.

- 8.3 Suite^{Link}.** The Suite^{Link} Product is incorporated into the AMS API Product and provides improved business addressing information by adding known secondary (suite) information to business addresses, which allows USPS delivery sequencing where it would not otherwise be possible. Records that have been processed through the CASS Certified AMS API Product and identified as highrise defaults are potential candidates for Suite^{Link} processing. All requirements and specifications are specified within the most current version of Exhibit F of this Agreement.

- 9.0 Proprietary And Intellectual Property Rights.** Licensee acknowledges that Licensor is the sole and exclusive owner of all right, title and interest in the Licensed Materials, in and to each of the Licensed Marks in all forms, and any or all associated materials that may be provided by Licensor under this Agreement. Licensee agrees to protect and maintain the confidentiality and value of the Licensed Materials and further agrees to not take any action that may jeopardize or prejudice the interests of the United States Postal Service with respect to the Licensed Materials. Licensee acknowledges that any or all unauthorized disclosures of the Licensed Materials would damage the value and confidentiality of the Licensed Materials. Accordingly, Licensee agrees that the United States Postal Service has the right to seek injunctive relief against the Licensee or its End Users should the value or confidentiality of the Licensed Materials be threatened, without requiring the United States Postal Service to prove any actual damage. Pursuance of injunctive relief against Licensee and/or its End Users shall not limit other rights or remedies afforded the Licensor under this Agreement or that it may be entitled to through law. Licensee recognizes the value of the goodwill associated with the Licensed Marks and acknowledges that all rights in and goodwill associated with the Licensed Marks belong exclusively to Licensor. Licensee agrees that its use of the Licensed Marks shall inure to the benefit of Licensor and

that Licensee shall not, at any time, acquire any rights in the Licensed Marks by virtue of any use it may make of the Licensed Marks.

9.1 Nothing contained in this Agreement shall be construed as an assignment or other transfer to Licensee of any right, title, and/or interest in and to any of the Licensed Materials or the Licensed Marks or any rights therein except as specifically granted in this Agreement.

9.2 Licensors has the right, but not the obligation, to obtain at its own cost, appropriate trademark and copyright protection for the Licensed Materials and the Licensed Marks. Licensee agrees that it shall not at any time claim or apply for any copyright or trademark protection in any of the Licensed Materials or the Licensed Marks, nor file any document with any government authority or take any other action that could affect Licensors's ownership of any of the Licensed Materials or the Licensed Marks, or aid or abet anyone else in doing so. Licensee agrees to cooperate with Licensors in protecting and defending the Licensed Materials and the Licensed Marks. If any claim or problem arises with respect to the protection of the Licensed Materials or the Licensed Marks of which Licensee has knowledge, Licensee shall promptly advise Licensors in writing of the nature and extent of such claim or problem. Licensors has no obligation to take any action of any kind. Licensors shall have the election, however, to proceed with counsel of its own choice.

9.3 Licensee further agrees that it will enter into a separate license agreement, including but not limited to a click-on license with its End Users, in connection with the sale and distribution of Licensee's Product. Each separate license agreement will state that Licensee's End Users also acknowledge USPS's rights to the Licensed Materials and the Licensed Marks.

10.0 Furnishing Of Copy. Licensors shall make the Licensed Materials available to Licensee for its use and for its provision to its End Users upon receipt of a fully executed original copy of this License Agreement. Licensors shall furnish all Licensed Materials on electronic media to Licensee on a bi-monthly basis. Electronic media will be provided in one format as specified within the most current version of Exhibit C of this Agreement.

11.0 Restriction On Duplication Of Electronic Media. Because of the dynamic nature of the Licensed Materials and the need to insure that the Licensed Materials being used by the Licensee and/or its End Users are the most current, Licensors specifically prohibits the duplication of the electronic media containing the Licensed Materials onto another electronic media by any party.

12.0 Use Restrictions. Licensee is allowed to use the Licensed Materials in Licensee's Internal Software or distribute Licensee's Product to its End Users subject to the following conditions:

- A.** That the Licensee has properly executed and maintained current all licenses associated with this License Agreement and has paid all fees required under this Agreement prior to using the Licensed Materials or selling and/or distributing Licensee's Product.
- B.** That the Licensee shall not encourage or permit, to the knowledge of the Licensee, unauthorized use or duplication of the Licensed Materials, except where it has been previously authorized by Licensee's acquisition of sufficient licenses so as to permit such occurrences to exist.
- C.** That the Licensee shall adopt and enforce all security and "expiration date" logic in all products used internally, services offered to Licensee's End Users or in Licensee's Product which accesses the Licensed Materials.
- D.** That Licensee's Product shall include the provision for updating the Licensed Materials provided by Licensor as required by its intended use. That Licensee's Product shall not obligate the Licensor to provide the Licensed Materials for a period in excess of one (1) year.
- E.** That the Licensee shall make provisions with all its End Users to whom Licensed Materials are supplied, to protect the security and unique value of the Licensed Materials.
 - i.** Security Procedures. At all times, the Licensee shall 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 which 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.

F. That the Licensee shall not make, nor allow, any attempt to restructure or reverse engineer any component, process, or function of the Licensed Materials for any purpose.

13.0 Multiple Users Rights. Licensee is authorized to transfer the Licensed Materials from electronic media to other media as may be desired for the purpose of accommodating access by multiple users, provided such transfer provides access only to the number of users for which Licensee has paid and does not violate any other license restrictions or use restrictions on the number of active copies of files that Licensee may use or that may exist at a single time. This includes transfer of the Licensed Materials to network file servers or other central system server devices.

A. Licensor authorizes Licensee to use the Licensed Materials on remote multi-user access (network/Internet, dial-up, peer to peer, etc.) file servers or other system server devices ("Multi-user Access Devices") , regardless of the number of concurrent users that access the Multi-User Access Devices, so long as Licensee permits use of only a single copy of the Licensed Materials authorized under this Agreement through the payment of appropriate fees to be in use at any one time and all fees associated with this agreement have been collected prior to user access.

14.0 Quality Control. The Licensee shall implement reasonable quality control procedures to assure faithful transfer of the Licensed Materials from electronic media to another media upon which the Licensed Materials will operate, in accordance with the Multiple User Rights provision.

15.0 Ordering Of Electronic Media. All ordering and requisition documents to obtain copies of the electronic media require a minimum of fifteen (15) days processing by Licensor. Licensee shall not commit nor expect of Licensor, fulfillment of the Licensed Materials in a lesser time frame than fifteen (15) days.

16.0 CASS Certification. Licensee shall obtain, maintain and comply with CASS™ certification requirements established by the United States Postal Service prior to either using internally or in offering for sale to its End Users, any Licensee Product which incorporates the Licensed Materials that is intended to qualify mail for discounts in postage rates.

16.1 Licensee shall take all necessary steps to insure that the Licensee Product is designed with maximum safeguards to restrict modifications by its End Users of any aspect regarding the use or operation of the Licensed Materials. This shall include the restriction of End Users' ability to modify or alter any documents produced by the Licensee's Product that are intended for use in qualifying mail for postage discounts.

17.0 Trademarks And Copyright Notices. Licensee shall include the following copy with each release or revision of documentation (both hardcopy and electronic formats), which accompanies Licensee's Product as supplied by Licensee that incorporates Licensed Materials belonging to Licensor:

- A.** Each copy shall be distributed with suitable introductory material provided by Licensor relating to the use of ZIP Code™ and ZIP + 4 information.
- B.** Licensor's trademarks used in and on each edition shall be so identified in a distinct manner: "The following are trademarks belonging to the United States Postal Service: United States Postal Service®, Postal Service™, Post Office™, United States Post Office®, the Eagle logo, ZIP + 4®, CASS™, CASS Certified™, DPV®, eLOT®, RDI™, LACS^{Link®}, Suite^{Link®}. This list is not exhaustive of all the trademarks belonging to the Postal Service™."
- C.** Each copy shall contain Licensor's copyright notice on the page following the Licensee's Operating Manual/User Guide title page and on media (DVD, diskette, etc.) labels in the following form: "© <insert year of software as provided by the copyright notice on the product furnished by Licensor> United States Postal Service."
- D.** The page following the title page of each Licensee's Operating Manual/User Guide and as an insert with each media (DVD, diskette, etc.) edition, shall contain a prominent notice furnishing the following information:
 - i. That the information was published by the company which holds a non-exclusive license from the United States Postal Service to incorporate Licensed Materials of the United States Postal Service as part of Licensee's Product.
 - ii. That the price of Licensee's Product is neither established, controlled or approved by the United States Postal Service.
 - iii. If Licensee's Product contains commercial advertising by the Licensee or others, a statement that such advertising is neither approved nor endorsed by the United States Postal Service.
 - iv. That use of Licensee's Product constitutes acceptance of articles defined in section 9.

- 18.0 Confidential and Proprietary Information.** 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 the Licensors right to control its intellectual property. Accordingly, Licensee (a) agrees to reimburse Licensors 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 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.
- 19.0 Advertising.** The following specific provisions shall apply to Licensee's advertising of Licensee's Product containing the Licensed Materials. These provisions are not exclusive, and Licensors may impose additional requirements which, in its sole discretion, it finds necessary.
- A.** The words "Non-exclusive licensee of the United States Postal Service" shall appear once, and not more than once in each advertisement of Licensee's Product that contain Licensors's Licensed Materials.
 - B.** Each use in an advertisement of a trademark owned by Licensors must be accompanied by an acknowledgment of Licensors's ownership in the following form: "The following trademarks are owned by the United States Postal Service®: [insert marks here].".
 - C.** Licensee shall not use all or any portion of any trademark owned by Licensors without prior authorization and a license by Licensors, including but not limited to use of a USPS trademark in any business or trade name, or otherwise suggest by such name any association with Licensors or the United States Postal Service and associated government entities.
 - D.** Licensee shall not employ in its advertising or in-person marketing any language, mode of dress, or other representation or sales technique from which a prospective purchaser might infer that Licensee or its agent is an employee or representative of Licensors.
 - E.** Licensee's advertising shall direct that all payment for Licensee's Product shall be made payable to Licensee's trade name.
 - F.** Licensee's advertising shall clearly state that the price at which Licensee's Product is sold by Licensee is neither established, controlled or approved by the United States Postal Service.

- 20.0 Approval Of Advertising And Method Of Sale.** To ensure that prospective purchasers are not misled by any aspect of the advertising and method of sale used by Licensee to sell Licensee's Product, and specifically to ensure that the relationship between the Licensee and the Licensor is correctly represented, Licensor shall review Licensee's proposed methods of sale, proposed advertising and any proposed use of the Licensed Marks by Licensee. For the purpose of this paragraph, advertising means Licensee's public disclosures concerning a product, including but not limited to proposed copy for news releases, radio, television, World Wide Web, magazine and newspaper advertising, and direct mail solicitations. Licensee shall not publish or distribute any advertising or engage in any method of sale of Licensee's Product unless approved by the Licensor. The granting or withholding of approval shall be at the sole discretion of the Licensor. Licensor 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. Licensor's failure to respond within fifteen (15) days shall be deemed disapproval of Licensee's proposal.
- 21.0 Term Of Agreement.** The term of this agreement shall be from the date of execution and continue until the end of the current subscription year.
- 22.0 Renewal Of Agreement.** Prior to the annual subscription year expiration, Licensor shall provide Licensee a renewal package, which may include Agreement Exhibits, signature forms, order forms, etc.
- 23.0 Cancellation By Licensor.** Notwithstanding the term established herein, Licensor may cancel this agreement upon one (1) year written notice to Licensee by Licensor. Upon receipt of a written notice of cancellation, Licensee shall immediately modify its product offering to reflect the fact that its use of the Licensed Materials will expire upon the cancellation effective date.
- 23.1** In the event that the cancellation effective date specified is not coincidental with the current term of this Agreement, Licensor shall allow the continued use of the Licensed Materials through the cancellation effective date. Licensee shall be liable to pay all fees specified herein on a pro-rated basis for the time period between the end of the term of the current agreement and the cancellation effective date specified by Licensor, should Licensee elect to continue past the end of the subscription year until the cancellation effective date.
- 23.2** Licensor shall continue to supply Licensee with sufficient quantities of electronic media to allow Licensee to fulfill any outstanding obligations to its End Users through the cancellation effective date. Licensee shall remain obligated to pay Licensor all fees associated with this Agreement

that were in effect prior to the notice of cancellation. Under no circumstances shall Licensor be obligated to provide electronic media to Licensee for its use or for its subsequent provision to its End Users for a period in excess of one (1) year from the date Licensor notifies Licensee of its intent to cancel this Agreement through this provision.

- 24.0 Cancellation By Licensee.** Notwithstanding the term established herein, Licensee may cancel this agreement upon ninety (90) days written notice to Licensor. Licensee and its End Users shall remain bound by all terms and provisions of this agreement through the cancellation effective date. Licensor will retain all fees paid to Licensor under this agreement without reimbursement. All fees for electronic media duplication fees ordered prior to the cancellation effective date shall be due and payable in advance after Licensee notifies Licensor of its intent to cancel this agreement. Licensor shall have no obligation to provide electronic media to Licensee after the date Licensee specifies as the cancellation effective date.
- 25.0 Termination For Cause.** If the Licensee or any of its End Users at any time during the term of this Agreement shall fail to comply with or fulfill any of the terms or conditions thereof, Licensor may, at its discretion, terminate this agreement for cause by sending Licensee a notice of termination. The notice shall state the reasons for the termination and shall provide Licensee with a period of ninety (90) days to cure all defects and avoid termination. Said termination shall be without liability to the Licensor. Licensor shall not be obligated to continue to provide the Licensed Materials to Licensee for its own use or for its subsequent provision to any or all of its End Users if this Agreement is terminated for cause.
- 26.0 Cancellation/Termination Obligations.** Pursuant to Sections 23, 24 and 25, upon cancellation and/or termination of License Agreement by either Licensor, Licensee and/or termination for cause, Licensee and its End Users shall, upon the termination date, cease all usage, advertising, selling, and fulfillment of orders that include any Licensed Materials or Licensed Marks belonging to Licensor. Fees received for orders not yet filled as of the termination date shall be refunded to the purchaser within six (6) to eight (8) weeks of receipt of said fees. Licensee shall immediately destroy and/or deliver to Licensor the Licensed Materials along with all whole or partial copies thereof and deliver to Licensor a written statement signed by an officer of the Licensee confirming the removal of the above items.
- 27.0 Suspension For Cause.** If the Licensee or its sublicensee at any time during the term of this Agreement shall fail to comply with or fulfill any of the terms or conditions thereof, Licensor may, at its discretion, suspend for cause the Licensee's or its End User's right to use the Licensed Materials or the Licensed Marks by sending Licensee a notice of suspension. The notice shall state the reasons for the suspension and shall provide Licensee with a period of ninety (90) days to cease the named activities

until the Licensee or its End Users make the necessary corrections and the Licensor verifies the corrections. Upon receipt of the suspension notice, Licensee or its End User shall immediately cease all named activities until authorized in writing by Licensor that the activities may be resumed. Said suspensions shall be without liability to the Licensor. Licensor shall not be obligated to continue to provide the Licensed Materials to Licensee for its own use or for its subsequent provision to any one or all of its End Users, nor shall Licensor be obligated to reimburse any fees associated with this Agreement, if this Agreement is suspended for cause. If necessary action has not been completed at the end of ninety (90) days, the Licensor shall terminate this Agreement.

- 28.0 Modification.** The Licensor may modify the terms of this agreement with ninety (90) days written notice to Licensee.
- 29.0 Indemnity.** Licensor agrees to indemnify the Licensee and its End Users for any claims of infringement by a third party of any U.S. copyright, trademark, or service mark owned by Licensor and used by Licensee or its End User pursuant to this agreement.
- 30.0 Compliance With Regulation.** Licensee and its End Users shall comply with all United States Postal Service regulations governing the publication and distribution of Licensed Materials by Licensee.
- 31.0 Assignment Prohibited.** Neither this agreement nor any license granted hereunder may be assigned voluntarily or by operation of law.
- 32.0 Limited Warranty.** Licensor offers a Limited Warranty covering the Licensed Materials or any accompanying written materials to the original Licensee in the following areas:
- A.** That the Licensed Materials provided by Licensor for the purpose of interfacing with Licensee's product will not change in the form, fit or function without a minimum of thirty (30) days advance notice in writing to Licensee.
 - B.** That the Licensed Materials provided will be CASS Certified™ according to the current United States Postal Service rules in effect at the time of release or issue. This provision does not guarantee that Licensee will be capable of obtaining CASS Certification through use of the Licensed Materials, only that the Licensor will possess the required CASS Certification prior to issuance of the Licensed Materials.

- C. That the Licensed Materials provided on each release will be current according to the current DMM[®] requirements.
- D. That the electronic media should be returned to the Licensor within thirty (30) days if it does not meet the above conditions.

Some States do not allow limitations or a Limited Warranty, so the above limitations may not apply to you.

- 33.0 Disclaimer Of Warranty.** The Licensor makes no warranty or representation regarding the Licensed Materials suitability, merchantability or fitness for purpose, and specifically disclaims any implied warranties of the Licensed Material's suitability, merchantability or fitness for any purpose.
- 34.0 Licensor Liability.** The Licensor's entire liability and Licensee's exclusive remedy shall be, at Licensor's option, either (a) return of the purchase price or (b) replacement of the Licensed Materials that does not meet the Licensor's Limited Warranty and which is returned to Licensor. If failure of the Licensed Materials has resulted from accident, abuse, or misuse, Licensor shall have no responsibility to replace the Licensed Materials or refund the purchase price. Any replacement will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is greater. Under no circumstances shall Licensor be liable for any incidental, consequential, or other similar damages resulting from the use or operation of the Licensed Materials.
- 35.0 Force Majeure.** Licensor shall not be liable for any failure, delay or default, to provide Licensed Materials due to natural disasters, labor difficulties, military or police actions, computer failures or any other cause that is beyond the reasonable control of the Licensor.
- 36.0 Restrictions.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this prohibition shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- 37.0 No Commission, Percentage, Brokerage or Contingent Fee by Licensee.** Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this agreement, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employee or bona fide established commercial or selling agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States Postal Service shall have the right to annul this agreement without liability or in its discretion, to recover the full amount of such commission percentage, brokerage or contingent fee.

- 38.0 Integration.** This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or understandings other than those expressly set forth herein.
- 39.0 Modifications in Writing.** No waiver, alteration, or modification of any of the provisions shall be binding unless in writing and signed by a duly authorized representative of Licensor.
- 40.0 Severability.** If any term, provision, or condition of this agreement is held by a court of competent jurisdiction or by a request, direction, or indication of an agency or department of a Governmental Body having subject matter jurisdiction to be invalid or unenforceable, the remainder of the provisions of this instrument shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation or unenforceability.
If a material provision of this agreement is materially altered or abridged as a result of an order, request, or direction of a Governmental Body having subject matter jurisdiction, then the parties will meet to negotiate in good faith a mutually satisfactory modification to this agreement based on such material change.
- 41.0 Jurisdiction and Venue.** The Parties acknowledge and agree that any action taken with respect to claims filed in court, whether at law or equity, shall be brought, if possible, in the District of Columbia.
- 42.0 Choice of Law.** This Agreement shall be governed by and construed in accordance with principles of federal law. Further, the parties each agree and acknowledge that the provisions of USPS Purchasing Manual shall not apply to this Agreement, and the parties waive any and all express and implied remedies, recourse or administrative procedures provided or created thereby.
- 43.0 Audit/Inspection Rights.** To the extent reasonably necessary to ensure Licensee's use of the Licensed Marks and Licensed Materials in compliance with the terms of this Agreement, Licensor, through its employees or agents and at its own expense, may inspect and audit the premises, operations, books, and records of Licensee upon (ten) 10 days written notice to Licensee. Licensee shall provide Licensor or its agent's access during normal business hours to the premises, books, and records that relate to Licensee's use of the Licensed Materials and the Licensed Marks. Books and records that relate to Licensee's Materials and the Licensed Marks shall be retained in accordance with Licensee's retention guidelines, but for no less than two (2) years from such performance or use. Notwithstanding the foregoing, Licensor may inspect, at any time, the Licensee's use of the Licensed Marks on Licensee's Web site.

- 44.0 Notices.** All notices or other communications required or desired to be sent to either party shall be in writing.
- 45.0 Centralized Email Address.** Licensees shall establish a central email address for receipt and disbursement of USPS electronic correspondence within Licensee's organization. All electronic correspondence will be directed to a central email address within the company's organization. The email address must be ncscinfo@<yourcompany.com>. 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 subsequently distribute all applicable USPS notifications internally to ensure receipt by the proper staff. Such correspondence will also be sent to the pertinent contacts provided during the application process; however in the event of "bounce backs" successful delivery via the central address will be considered confirmation of receipt.
- 46.0 Relations of the Parties.** This Agreement does not create a partnership or joint venture between the parties and Licensee shall have no power to obligate or bind Licensor in any manner whatsoever.
- 47.0 Dispute Resolution.** If a dispute arises out of or relates to (1) this Agreement or (2) any agreements between the Parties related to or issued under this Agreement or (3) any actions in breach of any such agreement, the Parties agree to endeavor to settle the dispute in an amicable manner. Efforts shall first be made to settle the dispute through direct discussion among the personnel directly involved with the implementation of the terms of the Agreement in dispute. If not able to resolve the dispute within thirty (30) days, the Licensor manager(s) and the Licensee manager(s) involved shall attempt to resolve the dispute.
- If any portion of the dispute remains unresolved, then the dispute shall be mediated through the American Arbitration Association pursuant to its Commercial Mediation Rules. Any such proceedings shall be held in Washington, D.C. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or the breach thereof, may be filed in accordance with Section 40.
- 48.0 Captions.** The captions used in connection with the paragraphs and subparagraphs of this Agreement are inserted only for reference purposes. They shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part of it nor shall such captions otherwise be given any legal affect.

49.0 Waiver.

- A.** No waiver by either party of a breach or a default of this Agreement shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature.
- B.** Resort by Licensor to any remedies referred to in this Agreement or arising by reason of a breach of this Agreement by Licensee shall not be construed as a waiver by Licensor of its right to resort to any and all other legal and equitable remedies available to Licensor.

Exhibit A: Product Fees and Descriptions

The fees specified are for an annual subscription. Fees are assessed annually and are subject to change (see section 7.0 of the AMS API License Agreement).

An Address Matching System Application Program Interface (AMS API) User Guides and electronic media will be provided upon receipt of fees and a copy of all signed License Agreement forms. Release notes with any changes to the electronic media will be included on the yearly beta disc.

Product Fees

<u>Product</u>	<u>Fee</u>
AMS API, DPV [®] , LACS ^{Link[®]} and Suite ^{Link} Resell License	\$22,850.00
Additional AMS API Resell License	\$11,500.00
AMS, DPV, LACS ^{Link} and Suite ^{Link} API Developer's Kit	\$ 5,200.00
Additional AMS, DPV, LACS ^{Link} and Suite ^{Link} API Developer's Kit	\$ 1,850.00
Additional AMS, DPV, LACS ^{Link} and Suite ^{Link} ZIP + 4 [®] Database License	See Pricing Table*
RDI Resell License	\$ 1,600.00
Additional RDI Resell License	\$ 900.00
RDI Developer's Kit	\$ 420.00

Exhibit A: Product Fees and Descriptions (continued)

Address Matching System (AMS) Application Programming Interface (API) Current Pro-rated Fee Schedule

Month Vendor is licensed for product	AMS, DPV®, LACS ^{Link} , & Suite ^{Link} API Developer's Kit	Additional AMS, DPV, LACS ^{Link} , & Suite ^{Link} API Developer's Kit	AMS, DPV, LACS ^{Link} , & Suite ^{Link} API Resell License	Additional AMS, DPV, LACS ^{Link} , & Suite ^{Link} API Resell License	RDI TM Developer's Kit	Additional RDI Developer's Kit	RDI Resell License	Additional RDI Resell License
September	\$5,200.00	\$1,850.00	\$22,850.00	\$11,500.00	\$420.00	\$420.00	\$1,600.00	\$900.00
October	4,766.67	1,695.83	20,945.83	10,541.67	385.00	385.00	1,466.67	825.00
November	4,333.34	1,541.66	19,041.66	9,583.34	350.00	350.00	1,333.34	750.00
December	3,900.00	1,387.50	17,137.50	8,625.00	315.00	315.00	1,200.00	675.00
January	3,466.67	1,233.33	15,233.33	7,666.67	280.00	280.00	1,066.67	600.00
February	3,033.34	1,079.16	13,329.16	6,708.34	245.00	245.00	933.34	525.00
March	2,600.00	925.00	11,425.00	5,750.00	210.00	210.00	800.00	450.00
April	2,166.67	770.83	9,520.83	4,791.67	175.00	175.00	666.67	375.00
May	1,733.34	616.66	7,616.66	3,833.34	140.00	140.00	533.34	300.00
June	1,300.00	462.50	5,712.50	2,875.00	105.00	105.00	400.00	225.00
July	866.67	308.33	3,803.33	1,916.67	70.00	70.00	266.67	150.00
August	433.34	154.16	1,904.16	958.34	35.00	35.00	133.34	75.00

For new licensees, initial license fees will be prorated based on the number of full months remaining in the license year.

The fees above are based on the license term year October 1 – September 30.

Exhibit A: Product Fees and Descriptions (continued)

Pricing Table

Additional Licenses	Fees
1 to 100	\$2,750.00
101 to 200	\$5,600.00
201 to 300	\$8,400.00
301 to 400	\$11,200.00
401 to 500	\$14,050.00
501 to 600	\$16,900.00
601 to 700	\$19,550.00
701 to 800	\$22,550.00
801 to 900	\$25,500.00
901 to 1,000	\$28,050.00
1,001 to 10,000	\$36,350.00
10,001 to 20,000	\$44,650.00
20,001 to 30,000	\$53,450.00
30,001 to 40,000	\$61,850.00

Exhibit A: Product Descriptions

AMS, DPV, LACS^{Link} and Suite^{Link} API Resell License

This license is needed only if you currently have or will develop a product for commercial resell. The resell license is for one operating platform only and includes Internet usage.

Additional AMS, DPV, LACS^{Link} and Suite^{Link} API Resell License

This license is needed only if you are requesting additional operating platforms for the AMS API Resell License. For example: If the user originally purchased the W32 platform, and later requested the L32 platform, this fee will be required.

AMS, DPV, LACS^{Link} and Suite^{Link} API Developer's Kit

This kit is required to access AMS API, DPV API, LACS^{Link} API and Suite^{Link} API. This kit includes one AMS ZIP + 4 database license, one DPV database license, one LACS^{Link} database license, one Suite^{Link} database license and one operating platform.

Additional AMS, DPV, LACS^{Link} and Suite^{Link} API Developer's Kit

This kit is required when the user requests additional operating platforms for the AMS, DPV, LACS^{Link} and Suite^{Link} API Developer's Kit. For example: If the user originally purchased the W32 platform and later requested the L32 platform, this fee will be required.

Additional AMS, DPV, LACS^{Link} and Suite^{Link} ZIP + 4 Database License

If you are using or selling more than one copy of the AMS ZIP + 4 database files at the same time, you will need to purchase additional ZIP + 4 database licenses. Refer to Exhibit D for a listing of the AMS ZIP + 4 database files. Use the pricing table in Exhibit A to determine the fees to enter on the front of the order form.

RDI API Resell License

This license is needed only if you currently have or will develop a product for commercial resell. The resell license is for one operating platform only and includes Internet usage.

Exhibit A: Product Descriptions (continued)

Additional RDI API Resell License

This license is needed when the user requests additional operating platforms for the RDI API Resell License. For example: If the user originally purchased the W32 platform, and later requested the L32 platform, this fee will be required.

RDI API Developer's Kit

This kit is required to develop an RDI interface. The contents of this kit will be defined at shipment.

Exhibit B: Operating Platforms

Operating Platforms

<u>Codes</u>	<u>Description</u>
W32	Windows 32-bit (includes 95, 98, and NT)
L32	Linux 32-bit
L64	Linux 64-bit

Exhibit C: Use Restrictions of Address Matching System Files and Directories

The following list of files and directories are contained on the electronic media, upon which the Licensed Materials are supplied, are considered restricted. Only a single copy of these files and directories may be in existence for use at one time. There are no restrictions on the number of files and directories that can be in existence at a time if the files and/or directories are not defined as restricted.

Files/Directories

AMS API

CTYSTATE.DAT
CTYSTATE.NDX
ZADRFILE.DAT
ZADRFILE.NDX
ZIP5FILE.DAT
ZIP5FILE.NDX
ZXREFDTL.DAT

eLOT

ELTRVFLE.DAT
ELTRVFLE.NDX

DPV

DPHE.HSA
DPHE.HSC
DPHE.HSF
LCD.NDX
LCD

*DEV_KITS <DIR>
W32 <SUBDIR>

*DEV_KITS <DIR>
W32 <SUBDIR>

SUN <SUBDIR>
AIX <SUBDIR>
LNX <SUBDIR>
S64 <SUBDIR>

SUN <SUBDIR>
AIX <SUBDIR>
LNX <SUBDIR>
S64 <SUBDIR>

LACS^{Link} API

LLK.HS1	LLK.HS2
LLK.HS3	LLK.HS4
LLK.HS5	LLK.HS6
LLK.HSA	LLK.HSL
LLK_CLN.DAT	LLK_CLN.TXT
LLK_CZP.DAT	LLK_CZP.TXT
LLK_CRD.DAT	LLK_DSC.DAT
LLK_HINT.LST	LLK_LCD
LLK_LEFTRITE.TXT	LLK_LLN.DAT
LLK_NAM.DAT	LLK_PNO.DAT
LLK_RV9.DAT	LLK_RV9.ESD
LLK_RV9.IDX	LLK_SNO.DAT
LLK_STRNAME.TXT	LLK_SUF.DAT
LLK_URBX.LST	LLK_X11
LLKHDR01.DAT	

*The DEV_KITS directory on the electronic media, upon which the Licensed Material is supplied, contains development kit subdirectories for all operating platforms supported by the USPS. If a user has not obtained the proper licensing for a specific operating platform, then the files in that subdirectory are prohibited from use at all times.

Exhibit D: Stop Processing in the AMS, DPV, LACS^{Link} and Suite^{Link} API Product

- 1.0 Terms.** For purposes of Exhibit E: Stop Processing in the AMS, DPV, LACS^{Link} and Suite^{Link} API Product, the United States Postal Service is referred to as the Licensor. The Licensee is a corporation/company/partnership/proprietorship using the AMS, DPV, LACS^{Link} and Suite^{Link} API Product to produce internal software or to produce a Product to be distributed to End Users. The Vendor is considered the corporation/company/partnership/proprietorship that produces a Product for internal use or for distribution to End Users.
- 2.0 Scope.** Licensee shall not use the AMS, DPV, LACS^{Link} and Suite^{Link} API technology to artificially compile a list of delivery points not already in Licensee's possession or to create other derivative products based upon information received from or through the AMS, DPV, LACS^{Link} and Suite^{Link} API product technology.
- 2.1** Any sublicense of AMS,DPV, LACS^{Link} and Suite^{Link} API and/or any of the rights granted under this Agreement must (a) be in writing, (b) not contain terms that are any less restrictive than the terms of this Agreement, and (c) ensure that all obligations of Licensee's End Users referred to in this Agreement are binding upon Licensee's End Users and inure to the benefit of the Licensor. Upon request of USPS, Licensee shall provide copies of such sublicense agreements to USPS.
- 2.2** When the End User encounters the "Stop Processing" function they must call their Vendor in order to restore AMS, DPV, LACS^{Link} and Suite^{Link} API processing capability.
- 2.3** The Vendor shall inform the End User that the processing was halted due to an unauthorized exposure to an apparent artificially created address. The Licensee shall immediately notify the Licensor of the End User's name and address. The Vendor shall design a unique "one time only, restart code" to restore AMS, DPV, LACS^{Link} and Suite^{Link} API processing capability (i.e. cannot be used after the first occurrence to bypass any further "Stop Processing" error codes). The Licensor reserves the right to require the Licensee to suspend an End User's ability to perform AMS, DPV, LACS^{Link} and Suite^{Link} API processing when multiple incidents of artificial address detection occur.

Exhibit E: Stop Processing in the AMS, DPV and LACS^{Link} API Product (continued)

2.4 The following statement regarding the Stop Processing function shall be placed into all documentation provided to the End User. The error code definition shall read: “AMS, DPV, LACS^{Link} and Suite^{Link} 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. In accordance with the Agreement between the Licensor and the Licensee, AMS, DPV, LACS^{Link} and Suite^{Link} API shall be used to validate legitimately obtained addresses only, and shall not be used for the purpose of artificially creating address lists. The written agreement between the Licensee and the End User shall also include this same restriction against using AMS, DPV, LACS^{Link} and Suite^{Link} API to artificially create address lists. Continuing use of AMS, DPV, LACS^{Link} and Suite^{Link} API requires compliance with all terms of the Agreement. If you believe this address was identified in error, please contact your Vendor.”

2.5 Licensee shall pay Licensor a per copy fee, for each media provided by Licensor to Licensee. The method of payment of this fee shall be subject to the manner in which the Licensed Materials are intended for use, as specified below.

A. For use of the electronic media in Licensee's Internal Software, Licensee shall pay this fee at the time that it requires additional electronic media. Included with the annual subscription fee are six (6) bi-monthly releases of the AMS, DPV, LACS^{Link} and Suite^{Link} API electronic media.

B. For use of electronic media in Licensee's Product for End User's, Licensee shall pay this fee at the time that it requires additional electronic media. Included with the annual subscription fee are six (6) bi-monthly releases of the AMS, DPV, LACS^{Link} and Suite^{Link} API electronic media.

3.0 CASS Certification. Licensee shall obtain, maintain and comply with CASS Certification requirements established by the United States Postal Service prior to either using internally or in offering for sale to its End Users, any Licensee Product which incorporates the Licensed Materials that is intended to qualify mail for discounts in postage rates or to certify address information is being matched properly.

4.0 Z4DPV. End Users may directly access the DPV segment of the CASS process to validate an address through a process called Z4DPV.

- A.** The Z4DPV process includes probing 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 type environment.
- C.** When processing in Z4DPV mode, Stop Processing and False Positive reporting are still applicable and the appropriate actions must continue to be followed.

Exhibit F: Suite^{Link} AMS API Product

1.0 Terms. For purposes of Exhibit F: Suite^{Link} AMS API as referenced in section 8.3 of this Agreement, the United States Postal Service is referred to as the Licensor. The Licensee is a corporation/company/partnership/proprietorship using the AMS, DPV, LACS^{Link} and Suite^{Link} API Product to produce internal software or to produce a Product to be distributed to End Users. The Vendor is considered the corporation/company/partnership/proprietorship that produces a Product for internal use or for distribution to End Users.

2.0 Scope. The purpose of the Suite^{Link} Product is to provide mailers with a tool to improve business addresses within a mailing list used for the preparation of mail that will be submitted to the USPS for acceptance and delivery.

2.1 Any sublicense of AMS, DPV, LACS^{Link} and Suite^{Link} API and/or any rights granted under this Agreement must (a) be in writing, (b) not contain any terms that are any less restrictive than the terms of this Agreement, and (c) ensure that all obligations of the Licensee's End Users referred to in this Agreement are binding upon Licensee's End Users and inure the benefit of the Licensor. Upon request of USPS, Licensee shall provide copies of such sublicense agreements to USPS.

3.0 CASS Certification. Licensee shall obtain, maintain and comply with CASS certification requirements established by the United States Postal Service prior to either using internally or in offering for sale to its End Users, any Licensee Product which incorporates the Licensed Materials that is intended to qualify mail for discounts in postage rates or to certify address information is being matched properly.

Exhibit G: RDI Enabled AMS API Product

- 1.0 Terms.** For purposes of Exhibit G: RDI Enabled AMS API Product as referenced in section 8.2 of this Agreement, the United States Postal Service is referred to as the Licensor. The Licensee is a corporation/company/partnership/proprietorship using the RDI Enabled AMS API Product to produce internal software or to produce a Product to be distributed to End Users in accordance with the USPS RDI License Agreement. The Vendor is considered the corporation/company/partnership/proprietorship that produces a Product for internal use or for distribution to End Users.
- 2.0 Scope.** Licensee shall not use the RDI product technology to artificially compile a list of delivery points not already in Licensee's possession or to create other derivative products based upon information received from or through the RDI product technology.
- 2.1** Any sublicense of RDI and/or any of the rights granted under this Agreement must (a) be in writing, (b) not contain terms that are any less restrictive than the terms of this Agreement, and (c) ensure that all obligations of Licensee's End Users referred to in this Agreement are binding upon Licensee's End Users and inure to the benefit of the Licensor. Upon request of USPS, Licensee shall provide copies of such sublicense agreements to USPS.
- 3.0 Independent License.** Prior to using RDI internally, Licensee shall enter into a separate agreement with the USPS to facilitate the distribution of the RDI data product to the Licensee.

**United States Postal Service® AMS, DPV, LACS^{Link} and Suite^{Link} API and eLOT Licensee
Acknowledgment of License and Licensors Acceptance Signature Form**

IN WITNESS THEREOF, the parties have executed this Agreement effective as of the date signed by USPS :

To be completed by Licensee

Please print the following information.

Name: _____
E-Mail Address: _____
Title: _____
Firm: _____
Address: _____
City / State / ZIP+4: _____
Signature: _____ Date: _____

To be completed by Licensor

This License Agreement between the Licensor and the Licensee is not valid unless completed by a USPS contracting officer or a USPS NCSC Contracting Officer's Representative.

USPS Contracting Officer

Name: JAMES D. WILSON
Title: DIRECTOR, ADDRESSING & GEOSPATIAL TECHNOLOGY
Firm: UNITED STATES POSTAL SERVICE
Address: 225 N HUMPHREYS BLVD STE 501
City / State / ZIP+4: MEMPHIS TN 38188-1001
Signature: _____ Date: _____

Licensee shall provide Licensor with a brief, but detailed, description of how the Licensee will advertise the AMS, DPV, LACS^{Link} and Suite^{Link} API, RDI API, Information Based Indicia Program (IBIP), Address Matching System ZIP + 4 (AMS ZIP + 4), DPV, LACS^{Link}, Suite^{Link} and RDI database, and/or the eLOT database in their Product. If Licensee will not be advertising their software product, please write NONE and complete the section, "To be completed by Licensee" below.

PLAY ONLY

Please print the following information.

City / State / ZIP+4: _____

(This signature is required and will be compared to the signature received on the original license agreement)

Date: _____

United States Postal Service® AMS, DPV, LACS^{Link} and Suite^{Link} API Developer's Kit Customer ID Form

Licensee shall provide Licensor a unique customer ID for access to the API Developer's Kit for use in decrypting modules contained within the Address Matching System Application Program Interface (AMS API). Only the user identified on the signed copy of the license agreement may request unique customer ID assignment.

Unique customer IDs should be at least six (6) characters and less than twenty-four (24) characters in length. Unique customer IDs may contain any ASCII character between decimal 33 and 122. Your unique customer ID will be case sensitive, meaning that a lower case "a" is different than an upper case "A". Because unique customer IDs are case sensitive, please indicate your unique customer ID clearly in the space provided below. The unique customer ID will be assigned to more than one operating system if applicable.

To be completed by Licensee

Please print the following information.

Name: _____

E-Mail Address: _____

Title: _____

Firm: _____

Address: _____

City / State / ZIP+4: _____

Unique Customer ID: _____

Operating System(s): _____

Signature: _____
(This signature is required and will be compared to the signature received on the original license agreement)

Date: _____

To be completed by Licensor

Date Customer ID Received: _____

Date Customer ID Effective: _____

Date Licensee Notified: _____

NCSC Initials: _____