

# ***FASTforward*<sup>®</sup> Developer's Agreement for Licensee-Provided Equipment**

**Please Print:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Parent Company (if applicable): \_\_\_\_\_

## **Terms and Conditions of Developer's Agreement for Licensee-Provided Equipment**

The USPS<sup>®</sup> acknowledges Applicant's intent to develop hardware systems using Licensee-Provided Equipment, as outlined in the *FASTforward* System Requirements for Licensee-Provided Equipment document, to work in conjunction with the current USPS *FASTforward* software configuration that will be provided to all *FASTforward* Licensees who elect to build their own hardware systems. The hardware systems built using Licensee-Provided Equipment must be certified to work with the current *FASTforward* software prior to the sell and/or distribution of the hardware systems to *FASTforward* Licensees.

In accordance with the Terms and Conditions stated below:

1. Upon acceptance of the Terms and Conditions outlined in this Agreement, Applicant agrees and understands that the USPS will provide the Applicant the *FASTforward* Software Developer's Guide (SDG), software executable, test data, device file drivers and other materials as needed so that Applicant may build and test their Licensee-Provided hardware system to work in conjunction with the current *FASTforward* software.
2. Applicant understands and agrees that the *FASTforward* technology provided to Applicant for the purpose of developing and testing their Licensee-Provided hardware system will only be used for this purpose only.
3. Applicant will sign a Confidentiality Statement related to the *FASTforward* materials.
4. Applicant's Licensee-Provided hardware systems must adhere to all policies outlined in the *FASTforward* License Agreement and Licensee Performance Requirements and must meet all *FASTforward* certification requirements prior to processing mail for the purpose of meeting the Move Update requirement to qualify for USPS discounted rates.
5. Applicant understands that any deviation from the system requirements provided in the *FASTforward* System Requirements for Licensee-Provided Equipment document may result in an unsuccessful installation of the *FASTforward* software. However, should the Applicant successfully test other compatible hardware, while adhering to all policies outlined in the *FASTforward* License Agreement and Licensee Performance Requirements and must meet all *FASTforward* certification requirements, Applicant can then use said hardware with any Licensee-Provided system.

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6. Applicant agrees and understands the USPS accepts no responsibilities for any hardware or data issues encountered as a result of developing and testing a Licensee-Provided hardware system.
7. Applicant agrees and understands the USPS will not provide technical support for Licensee-Provided hardware systems.
8. USPS is not liable for any costs incurred by the Applicant, its affiliates, agents or employees for Licensee-Provided Equipment and related materials, or the development or testing of Applicant's hardware system.
9. USPS makes no warranty or representation, express or implied, with respect to the *FASTforward* technology and/or Licensee-Provided hardware system in which it is contained, including its correctness, quality, performance, merchantability, or fitness for any particular purpose.
10. Applicant is in good standing under all existing license agreements with the USPS, if any, and has received no notice of warning, suspension, or termination from USPS relating to either a current or expired USPS license agreement.

**I hereby affirm that I have read and fully understand the terms and conditions listed above. I, my company, and/or firm agree to meet these terms and conditions as a prerequisite to applying for or obtaining *FASTforward* licensed materials to develop and test Licensee-Provided Equipment. I affirm that I am an officer of the company, firm or organization and that I possess all necessary legal authority to sign on behalf of the company, firm, or organization.**

Name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

