

UNITED STATES POSTAL SERVICE  
SUITE<sup>Link™</sup> INTERFACE AND DATA DISTRIBUTOR AGREEMENT  
CASS ENHANCEMENT

THIS AGREEMENT LICENSES THE DISTRIBUTION OF SOFTWARE INTERFACES AND THE REDISTRIBUTION OF DATA FOR THE Suite<sup>Link</sup> CASS Enhancement System and is effective on the date signed by the United States Postal Service, by and between: (Licensee) \_\_\_\_\_, a \_\_\_\_\_, having its principal place of business at: (Address) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (ZIP + 4) \_\_\_\_\_ - \_\_\_\_\_, and the United States Postal Service (USPS), with offices at National Customer Support Center (NCSC), Suite<sup>Link</sup> Licensing Department, 6060 Primacy Pkwy, Suite 201, Memphis TN 38188-0001.

LICENSE AGREEMENT Number: \_\_\_\_\_-06-STE-XXXXX

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

**Introduction**

- USPS has created a confidential and proprietary system for improving business delivery addresses for multi-occupation buildings by determining whether a suite number and/or secondary address information is available and, if so, providing this information in response to an inquiry; this system as a whole is called the “Suite<sup>Link</sup> CASS Enhancement System” (herein “Suite<sup>Link</sup> System”) and is further defined below.
- To facilitate greater efficiency and economic benefits for businesses in the mail industry and for the USPS, USPS has decided to make the Suite<sup>Link</sup> CASS Enhancement System commercially available to mailers. For this purpose, from the Suite<sup>Link</sup> System, it has developed for customers’ use the “Suite<sup>Link</sup> Product” (further defined below). This product is an integral part of the Suite<sup>Link</sup> System as a whole. Both the Suite<sup>Link</sup> System address information and technology and its component, the Suite<sup>Link</sup> Product, are USPS proprietary property.
- The licensees access the information in the Suite<sup>Link</sup> Product through the use of an interface.

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- To develop the interfaces needed for use with the Suite<sup>Link</sup> Product, previously USPS and Licensee entered into an agreement separate from this Agreement, which the pre-existing agreement is entitled “Suite<sup>Link</sup> Interface Developer Agreement” (herein “**Developer’s Agreement**”) (defined below), pursuant to which Licensee developed interfaces for use with the Suite<sup>Link</sup> Product.
- Licensee now wishes to acquire a nonexclusive license to incorporate the CASS Certified interfaces into Licensee’s own software product(s) and to market and distribute these software products to others.
- USPS wants such interfaces to be distributed to Users (defined below) who will also receive the Suite<sup>Link</sup> Product.
- The present agreement provides the right to incorporate the interface(s) developed by Licensee under the Developer’s Agreement, after certification, into Licensee’s products and to distribute them to Users so long as Licensee also distributes the Suite<sup>Link</sup> Product to those Users all in accordance with the provisions set forth below.

***The Specifics of the Agreement***

**1. Definitions**

In this Agreement, the identified terms shall have the specified definitions as indicated below and elsewhere in this document:

- 1.1. “**Advertising**” means advertising, promotions, news releases, direct mail promotions, packaging, point-of-sale ads, informational and/or instructional pamphlets, sheets, booklets, or other documents, oral public disclosures or statements, or any other public disclosure or statement concerning Licensee’s Product (defined below), in any media or form, including but not limited to, radio, television, electronic messaging, world wide web, magazines and newspapers, and trade shows.
- 1.2. “**CASS Certified Interface**” means one or more interfaces, developed by Licensee, each of which
  - 1.2.1. directly or indirectly uses the Licensed Materials and/or complies with the Licensee Performance Requirements and/or Software Developer

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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; and

- 1.2.2. was CASS Certified and remains CASS Certified according to the most recent and up-to-date rules published by the USPS.
- 1.3. **"Deliverables"** means letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item delivered by USPS.
- 1.4. **"Development Materials"** means the materials licensed in the Developer's Agreement (defined below), specifically, the "Licensed Materials" to the extent that Licensee/Developer incorporated those Materials into the interface developed under the Developer's Agreement and to the extent that those interfaces are derived from the Materials.
- 1.5. **"Developer's Agreement"** means the agreement that Licensee and USPS separately entered into previously to develop interfaces needed for use with the Suite<sup>Link</sup> Product, which pre-existing agreement is entitled "Suite<sup>Link</sup> Interface Developer Agreement."
- 1.6. **"Entity"** or **"entity"** means a single corporation or partnership or an individual person (i.e., a sole proprietorship), in good standing, licensed and registered to do business in one or more states, and does not include any entities or affiliation(s) of entities that is not recognized as a legal entity by the laws of the state(s) in which it conducts business.
- 1.7. **"Field of Use"** means, in the mailing industry, the field of improving business delivery addresses in multi-occupation buildings for use on Deliverables that will be delivered by USPS.
- 1.8. **"Improvements"** means the positive results from any efforts to improve, correct, enhance, modify, alter, reconfigure, change, or prepare derivatives or variations of the Suite<sup>Link</sup> Product or Licensed Materials, or any portion thereof directly or indirectly; or to reduce to practice any concepts, ideas, or thoughts related to the Suite<sup>Link</sup> Product or Licensed Materials, or any portion thereof.
- 1.9. **"Intellectual Property Rights"** means the various rights and responsibilities that USPS possesses or acquires under the law in effect in the United States of America, including, but not limited to, the laws concerning privacy, copyrights,

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inventions, patents, and trademarks, in the Suite<sup>Link</sup> System, including the Suite<sup>Link</sup> Product, the interface(s) developed under the Developer's Agreement, CASS Certified Interfaces, and Licensed Materials (defined below).

- 1.10. **"Interface Marketing Agent" or "Interface Reseller"** means an Entity that Licensee engages to act on its behalf to market and/or distribute Licensee's Products.
- 1.11. **"Licensed Materials"** means only the following:
- 1.11.1. The materials, know-how, computer code, and technical information and updates therefor concerning the Suite<sup>Link</sup> Product that USPS provides to Licensee in written or oral form for use in connection with incorporating CASS Certified Interfaces into Licensee's products.
  - 1.11.2. The Licensee Performance Requirements (defined below).
  - 1.11.3. The Software Developer's Guide (defined below).
  - 1.11.4. 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 Suite<sup>Link</sup> Product and other Licensed Materials that were provided to Licensee under the Developer's Agreement.
- 1.12. **"Licensee Performance Requirements"** means the most current copy of the **Suite<sup>Link</sup> Interface and Data Distributor** 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 shall USPS be responsible for Licensee's failure to possess the most current copy of the Licensee Performance Requirements.
- 1.13. **"Licensee's Product"** means Licensee's mail address information processing products that contain CASS Certified software into which Licensee has incorporated the CASS Certified Interfaces for marketing and distributing to Users to use to update addresses and mailing lists to prepare Deliverables for mailing with the USPS.
- 1.14. **"Software Developer's Guide" or "SDG"** means the most current copy of the **Suite<sup>Link</sup> Software Developer's Guide** provided or made available to Licensee

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by USPS, which may be updated from time to time and is incorporated herein by reference.

- 1.15. **“Suite<sup>Link</sup> Product”** means the product that the USPS produces and markets for improving delivery addresses in multi-occupation buildings by providing information concerning those addresses in response to inquiries as to whether a suite number and/or other secondary address information is available.
- 1.16. **“Suite<sup>Link</sup> System”** means the Suite<sup>Link</sup> CASS Enhancement System --- the full system and its components -- that USPS has created for improving delivery addresses in multi-occupation buildings, which includes, but is not limited to, the Suite<sup>Link</sup> Product, the CASS Certified Interface, and the Licensed Materials.
- 1.17. **“Territory”** means the United States, its territories, and possessions.
- 1.18. **“User”** means an Entity having a valid and current license or sublicense (within the scope of the license granted by USPS that authorizes such a sublicense) to use the Suite<sup>Link</sup> Product to update address and mailing lists for the purpose of
  1. its own use internally within its organization; and/or
  2. providing services to others.
- 1.19. **“USPS Trademarks”** means the USPS-owned trademarks Suite<sup>Link™</sup>, UNITED STATES POSTAL SERVICE<sup>®</sup>, POSTAL SERVICE<sup>™</sup>, U.S. POSTAL SERVICE<sup>®</sup>, USPS<sup>®</sup>, CASS<sup>™</sup>, and CASS Certified<sup>™</sup>.

## **2. Scope and Purpose**

- 2.1. The sole purpose of this Agreement is to authorize distributing and marketing, as a component of Licensee’s Products, the CASS Certified Interfaces to Users for use with the Suite<sup>Link</sup> Product as part of the implementation of commercial use of the Suite<sup>Link</sup> System and thereby to permit distribution to Users.
- 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 any part of the Suite<sup>Link</sup> System, to create or maintain *anything* that incorporates in whole or in part directly or indirectly the Licensed Materials, in particular the Suite<sup>Link</sup> Product, other than the CASS Certified Interfaces.

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- 2.3. The scope of this Agreement does not include any express or implied right to export the Licensed Materials out of the Territory.
- 2.4. The scope of this Agreement does not include any right to use the Licensed Materials to conduct any research, experiments, evaluations, comparisons, inventive endeavors, except strictly as necessary to use the CASS Certified Interfaces to produce Licensee's Products and to distribute CASS Certified Interfaces as licensed in this Agreement.
- 2.5. The scope of this Agreement does not include any right to retain or maintain ownership of any Improvements developed or created or authored by Licensee during the course of this Agreement to the extent such Improvements are primarily useful with respect to the Suite<sup>Link</sup> System.
- 2.6. Licensee shall not use and shall not permit any of Licensee's customers to use information obtained or derived from the Suite<sup>Link</sup> 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 Suite<sup>Link</sup> Licensed Materials in either whole or in part for the benefit of Licensee or its customers.

**3. The USPS Grant**

- 3.1. Contingent upon compliance with the terms and conditions set forth in this Agreement, USPS grants to Licensee, within the limits of the Scope and Purpose set forth above, for the Term of this Agreement, until terminated or suspended as set forth below, a non-exclusive, non-transferable, revocable, royalty-free license in the Field of Use to:
  - 3.1.1. incorporate the CASS Certified Interfaces as an integral feature into Licensee's Products that have application only in the Field of Use;
  - 3.1.2. market the CASS Certified Interface as a component of Licensee's Products and the Suite<sup>Link</sup> Product to potential Users apparently willing to enter into the Sublicense Agreement; and
  - 3.1.3. distribute the CASS Certified Interface (as a component of Licensee's Products) and the Suite<sup>Link</sup> Product to Users in accordance with the sublicensing requirement set forth in Section 5 below;

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so long as Licensee regularly and timely distributes the most up-to-date version of the Suite<sup>Link</sup> Product to Users to whom Licensee has distributed Licensee's Products in accordance with the Licensee Performance Requirements.

- 3.2. USPS will not object if Licensee engages Entities to act as Interface Marketing Agents or Interface Resellers to market and to handle distribution of the CASS Certified Interface (as a component of Licensee's Products) on behalf of Licensee according to the terms and conditions of *this Agreement* to Users who agree to be bound by the terms and conditions of the Sublicense Agreement and enter into and execute the Sublicense Agreement with the Licensee directly (and *not* the Interface Marketing Agent or Interface Reseller);
- 3.3. USPS grants Licensee the right to display USPS Trademarks but only appropriately in reference to the Suite<sup>Link</sup> Product and the USPS on Licensee's Products and in Advertising and packaging for Licensee's Products so long as in accordance with the provisions set forth below and contingent upon receipt of USPS's approval prior to the public display, distribution, or sale of Licensee's Products or Advertising.

**4. Licensee**

- 4.1. Licensee acknowledges its obligation to and agrees to use the Licensed Materials and CASS Certified Interface only within the Scope and Purpose set forth above.
- 4.2. Licensee agrees that to use the CASS Certified Interface or the Licensed Materials, by themselves or in Licensee's Product, or to use the Suite<sup>Link</sup> System outside of the Scope and Purpose breaches the terms of this Agreement (though such breach is excusable to the extent expressly permitted under another valid agreement with USPS).
- 4.3. Licensee agrees that any sales or distribution of the CASS Certified Interface by itself or in Licensee's Products outside the Territory violates this Agreement.
- 4.4. Licensee acknowledges and agrees that this Agreement does not include any right to use, disassemble, reverse engineer, outsource, reproduce, distribute, sublicense, or compile data from or using the Suite<sup>Link</sup> Product except as expressly defined within the Agreement.

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- 4.5. Licensee acknowledges and agrees that this Agreement does not provide any right to change the CASS Certified Interface in any manner. (Changes can be made under a valid Developer's Agreement, but the changed interface must be re-certified.)
- 4.6. Licensee agrees to incorporate into Licensee's Products only the most recently USPS-CASS Certified Interface that it has developed.
- 4.7. In the event USPS, pursuant to the Developer's Agreement, approves and certifies Licensee's modification to the CASS Certified Interface on account of USPS's changes to the Licensee's Materials, Licensee shall distribute the modified CASS Certified Interface to all its Users no later than thirty (30) calendar days from the date Licensee receives notice of USPS approval of the modifications to the CASS Certified Interface.
- 4.8. Licensee agrees and acknowledges that if Licensee makes any Improvements, then such Improvements shall be made on behalf of USPS, who shall own all right, title, and interest in such Improvements and to whom Licensee hereby assigns all right, title, and interest.
  - 4.8.1. If the foregoing is legally ineffective to convey all right, title, and interest to USPS, then Licensee agrees to assign all right, title, and interest to USPS upon the making of such Improvement and agrees to execute a written document memorializing that assignment as soon as possible thereafter; further, Licensee agrees to cooperatively execute any other documents needed to memorialize the foregoing and/or to record it in the records of the US Patent and Trademark Office or other government organizations.

**5. Sublicense to Users**

- 5.1 Licensee shall distribute Licensee's Products and the Suite<sup>Link</sup> Product only to Users who have agreed to and are bound by the sublicensing terms specified below and who have done so in a manner that fully legally obligates them, whether by the use of a legally-binding "shrink-wrap license" or "click-on license" or written license agreement or other legally-binding license agreement.

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- 5.2. The sublicense must not contain any terms that are any less restrictive than the terms in this Agreement and, in addition to the terms set forth below, must include such other terms as specified from time to time by USPS:
- 5.2.1. The Users' right to use the CASS Certified Interface and the Suite<sup>Link</sup> Product shall be strictly limited to use only within the Territory;
- 5.2.2. The Users' right to use the CASS Certified Interface and the Suite<sup>Link</sup> Product shall be strictly limited to improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item that will be delivered by USPS.
- 5.2.3. Users shall have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface or the Suite<sup>Link</sup> Product.
- 5.2.4. Users shall acknowledge
- 5.2.4.1. USPS' ownership of the Suite<sup>Link</sup> Product and the USPS Marks;
- 5.2.4.2. that Licensee provides the Licensee's Product in part under license from USPS and provides the Suite<sup>Link</sup> Product under license from USPS;
- 5.2.4.3. that User is a sublicensee under Licensee's license from USPS and obtains from Licensee no broader right than permitted under Licensee's license agreement with USPS;
- 5.2.5. Users shall be strictly limited to using the CASS Certified Interface only as a component of Licensee's Product; and
- 5.2.6. Users shall be strictly limited to using the Suite<sup>Link</sup> Product only in conjunction with Licensee's Product.

**6. USPS Intellectual Property Rights**

- 6.1. USPS represents that USPS owns all right, title and interest in the intellectual property rights in the Suite<sup>Link</sup> System, including but not limited to, the Licensed

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Materials and the Suite<sup>Link</sup> Product, as well as any updates for the same and any other versions.

- 6.2. Licensee agrees and acknowledges that USPS owns all right, title and interest in the Intellectual Property Rights in the Suite<sup>Link</sup> System, including but not limited to, the Licensed Materials and the Suite<sup>Link</sup> Product, as well as any updates for the same and any other versions.
- 6.3. Licensee agrees and acknowledges that the Suite<sup>Link</sup> System, including but not limited to, the Licensed Materials and the Suite<sup>Link</sup> Product, as well as any updates for the same and any other versions, are confidential proprietary property of USPS.
- 6.4. USPS reserves the right to make any and all changes to the Suite<sup>Link</sup> Product and the Licensed Materials in this Agreement and in the Developer's Agreement as it deems necessary.

**7. Trademarks, Marketing**

- 7.1. Licensee agrees and acknowledges that USPS owns all right, title, and interest in the USPS Trademarks and that it will use USPS Trademarks only appropriately as trademarks in reference to the USPS and the correct products and services.
- 7.2. Licensee agrees and acknowledges that it will use USPS Trademarks only with the specific permission and approval of the USPS and specifically in accordance with the specifications and guidelines provided by the USPS.
- 7.3. Licensee agrees **not to use** any of the following names or marks nor any derivative thereof nor any confusingly similar name or mark:

CASS

CASS Certified

COA

COA/Link

DPV

DPV<sup>Link</sup>

DSF<sup>2</sup>

eLOT

*FASTforward*

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IZ4  
LACS  
LACS<sup>Link</sup>  
LINK  
MAC  
MAC Gold  
MASS  
NCOA  
NCOA<sup>Link</sup>  
Suite<sup>Link</sup>  
ZIP

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

- 7.4. Licensee agrees that these provisions concerning advertising, marketing, and promotion are not exclusive and that USPS may impose additional requirements which, in its sole discretion, it finds necessary.
- 7.5. Licensee agrees that Licensee's Products and each piece of Advertising:
- 7.5.1. shall display the words "Non-exclusive Suite<sup>Link</sup> Interface and Data Distributor Licensee of the United States Postal Service" once, but not more than once;
  - 7.5.2. will direct that all payment for Licensee's Product shall be made payable to Licensee;
  - 7.5.3. shall clearly state that the price at which Licensee's Product is sold "is not established, controlled or approved by the United States Postal Service;" and,
  - 7.5.4. if the Advertising, for example, the User's Guide or the like, contains commercial advertising by the Licensee or others, a statement that such advertising is neither approved nor endorsed by the United States Postal Service.
- 7.6. Licensee agrees that Licensee's Products and each piece of Advertising that displays a USPS Trademark shall be accompanied by an acknowledgement of

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USPS's ownership in the following form: "The following trademarks are owned by the United States Postal Service®: [insert all USPS Trademarks used in the product, packaging, product literature, or advertising at issue here]."

- 7.7. The page following the title page of each Licensee's Operating Manual/User Guide and as an insert with each media edition shall contain a prominent notice furnishing the following information:
  - 7.7.1. That Licensee publishes the information in the Guide (or Manual) and offers Licensee's Product to the public under a non-exclusive license from the United States Postal Service; and,
  - 7.7.2. That the price of Licensee's Product is not established, controlled or approved by the United States Postal Service.
- 7.8. Licensee agrees not to employ in its advertising or in-person marketing any language or other representation or sales technique from which a prospective purchaser might infer that Licensee or its agent is an employee or representative of USPS.
- 7.9. To ensure that prospective customers are not misled by any aspect of the advertising and method of sale used by Licensee to sell Licensee's Product, to ensure that the relationship between the Licensee and USPS is correctly represented, to ensure that USPS Trademarks are displayed correctly, and for other similar purposes, the Licensee shall submit to USPS, well prior to any use, ("use" includes, but is not limited to, display or distribution) samples of each proposed method of sale and each proposed piece of advertising, promotional material, product literature, packaging, and any other proposed use of any Licensed Marks.
- 7.10. Licensee shall not publish or distribute any advertising, promotional materials, product literature, or packaging, or engage in any method of sale of Licensee's Product until after it has received approval from USPS. USPS shall grant or withhold approval solely at its discretion.

## **8. Technology Use Restrictions**

- 8.1. Licensee agrees always to:

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- 8.1.1. properly execute and maintain as current all of Licensee's licenses associated with this License Agreement prior to using the Licensed Materials or selling and/or distributing the Licensee's Product;
  - 8.1.2. to guard against and prevent unauthorized use or duplication of the Licensed Materials;
  - 8.1.3. include in Licensee's Product means for updating any Licensed Materials included therein.
  - 8.1.4. Licensee's Product shall not purport to obligate USPS to provide any Licensed Materials for a period beyond the term of this License Agreement;
  - 8.1.5. Licensee shall make provisions with all its customers to whom Licensed Materials are supplied to protect the security and unique value of the Licensed Materials.
- 8.2. Licensee agrees that upon USPS's determination at USPS's sole discretion, that Licensee has failed to comply with these provisions, Licensee will automatically and immediately (unless otherwise agreed to by the parties) cease all distribution of the CASS Certified Interface or any other interface created using the Licensed Materials and the Suite<sup>Link</sup> Product.

**9. Term of License Agreement**

- 9.1. The term of this License Agreement shall commence on the date all parties have executed this License Agreement and continue until the following September 30<sup>th</sup>, unless earlier terminated pursuant to Section 10, below.
- 9.2. Provided that Licensee has received no notice of suspension, default, or termination under this Agreement or other license agreement with USPS and provided Licensee's Products are at that time currently CASS Certified, Licensee may elect to extend the term of this Agreement for an additional one-year term, commencing on October 1st of each year, by providing USPS with written notice of this election no less than thirty (30) days prior to the expiration of the Agreement.

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**10. Termination and Suspension**

- 10.1. Notwithstanding the term of the License Agreement established herein, either party may terminate this License Agreement upon sixty (60) days written notice to the other party.
- 10.2. In the event that the termination effective date does not correspond with the expiration of the current term of this Agreement, USPS shall allow the continued use of the Licensed Materials through the termination date.
- 10.3. If USPS determines that Licensee at any time during the term of this License Agreement fails to comply with or fulfill any of the terms or conditions hereof, USPS may, at its discretion, terminate this License Agreement by sending Licensee a notice of termination. The notice shall state the reasons for the termination and shall provide Licensee with a period of fifteen (15) calendar days to cure all defects and avoid termination.
- 10.4. USPS shall incur no liability for any reason due to the termination of this Agreement.
- 10.5. Upon receipt of any written notice of termination from USPS, Licensee shall immediately notify its customers of the termination date and modify Licensee's Product to reflect that its use of the Licensed Materials will expire upon the termination date.
- 10.6. 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. In addition, USPS may, solely at its discretion, revoke Licensee's CASS Certification. Upon receiving notification of the suspension, Licensee shall cease the activities specified by USPS until authorized in writing by USPS that the activities may be resumed. USPS shall 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 Users upon issuance of a notice of suspension or termination.
- 10.7. Upon expiration or termination of the Agreement, Licensee agrees to:
  - 10.7.1. cease advertising, selling and providing Licensee's Product;
  - 10.7.2. refund to customers any sums received for Licensee's Product that Licensee has not yet provided to the customers;

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- 10.7.3. cease all development, testing, or other use of the CASS Certified Interface, and other Licensed Materials;
  - 10.7.4. deliver to USPS the CASS Certified Interface, any other interfaces developed under the Developer's Agreement, and all Licensed Materials along with all whole or partial copies of the foregoing; and
  - 10.7.5. deliver to USPS a notarized statement signed by an officer of Licensee confirming return and/or destruction of the items identified above.
- 10.8. 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.
- 10.9. Resort by USPS to any remedies referred to in this License Agreement or arising by reason of a breach of this Agreement by Licensee shall 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.
- 10.10. Notwithstanding any such expiration or termination, Licensee shall remain obligated to abide by the confidentiality provisions of this Agreement.

**11. 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 the Suite<sup>Link</sup> Product and other Licensed Materials, nor shall 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 shall not be liable for any design, performance or other fault or inadequacy of the Suite<sup>Link</sup> Product and other Licensed Materials, or for damages of any kind arising out of or in any way related to or connected with such fault or inadequacy.

**12. Indemnity**

- 12.1. USPS agrees to hold harmless, defend and indemnify Licensee for infringement of any U.S. intellectual property rights in the Licensed Materials. The foregoing

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obligation shall not apply unless (1) USPS shall have been informed within ten [10] calendar days from when Licensee learned of the suit or action alleging such infringement and (2) USPS shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof.

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

**13. Confidentiality of the Suite<sup>Link</sup> System And Other Licensed Materials**

- 13.1. The Suite<sup>Link</sup> Product and other Licensed Materials are the confidential and proprietary to USPS and shall remain the property of USPS. Nothing contained in this Agreement shall give Licensee any right, title, or interest in or to the Suite<sup>Link</sup> System except as the recipient of the license granted in this Agreement.
- 13.2. Licensee agrees to hold all information concerning Suite<sup>Link</sup> 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 13.4 and 19 of this Agreement) to safeguard the confidentiality of the Suite<sup>Link</sup> Product, the Suite<sup>Link</sup> System, and other Licensed Materials, and any or all parts thereof, and to prevent unauthorized disclosure thereof by Licensee's employees, agents, representatives, and customers.

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- 13.3. Unauthorized disclosure includes using the Suite<sup>Link</sup> System and/or Licensed Materials for artificially creating or maintaining address lists, providing the Suite<sup>Link</sup> System 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 the Suite<sup>Link</sup> System and/or or any component thereof, in particular, the provided source code, that is not specifically authorized by this Agreement.
- 13.4. Licensee agrees to provide security for all Licensed Materials that is equal to or greater than the level of security necessary for compliance with the USPS *ADP Security Handbook* (Handbook AS-805), a copy of which may be obtained from the USPS designated web site.
- 13.4.1. At all times, 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 Suite<sup>Link</sup> Product 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.
- 13.5. To ensure the confidentiality of address information in the Suite<sup>Link</sup> System, Licensee shall ensure that none of its employees or contractors or any other individual or entity disclose to any third party any address information obtained through use directly or indirectly of the Suite<sup>Link</sup> System except as specifically authorized by this Agreement.
- 13.6. Licensee agrees to control and restrict any access to address information in or from the Suite<sup>Link</sup> System to employees or contractors who need it to perform work for Licensee under this Agreement.

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13.7. Due to the sensitive nature of the confidential and proprietary information contained in the Licensed Materials, Licensee acknowledges that unauthorized use and/or disclosure of Licensed Materials will irreparably harm USPS's right to control its intellectual property. Accordingly, Licensee (a) agrees to reimburse USPS for any unauthorized use and/or disclosure in the amount of \$10,000 or treble the 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.

**14. Proprietary Notice**

Any copies of Suite<sup>Link</sup> Licensed Materials produced by Licensee shall have a notice identifying the same as the confidential and proprietary property of USPS.

**15. Audit and Inspection Rights**

15.1. To the extent reasonably necessary to ensure use of the USPS Trademarks and Licensed Materials in compliance with the terms of this Agreement, USPS, through its employees or agents, including the USPS Office of the Inspector General, may inspect, audit or perform reviews of Licensee's books and records, and the performance of Licensee's systems relating to the use of the CASS Certified Interface or the Licensed Materials. In the event USPS determines that Licensee is not complying with any USPS requirements, USPS shall have the right to require an additional inspection, audit or review at the cost and expense of Licensee or issue a notice of suspension or termination.

15.2. USPS, or its designated agents or representative, including the USPS Office of the Inspector General, shall have the right to visit Licensee's premises and examine Licensee's computer systems, processing files, documents, and other materials relating to the use of the Licensed Materials with or without notice to Licensee. Licensee shall provide USPS or its agents access during normal business hours to the premises, books, and records that relate to the use of the Licensed Materials and the USPS Trademarks by Licensee.

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15.3. Books and records that relate to the use of the Licensed Materials shall be retained in accordance with USPS's retention guidelines, but for no less than three (3) years after the expiration of termination of this Agreement. USPS or its designated agents or representatives, including the USPS Office of the Inspector General, shall have the right to examine any such materials during this three-year period. Notwithstanding the foregoing, USPS may inspect, at any time, use of the USPS Trademarks on Licensee's web site.

**16. No Partnership or Joint Venture**

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

**17. Notices**

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

**18. Governing 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.

**19. Applicable Law Compliance**

19.1. 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, Licensee shall take all steps necessary

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to secure the Licensed Materials in a manner that fully complies with Section 412. Licensee shall ensure that it does not use the Licensed Materials for the purpose of creating address lists.

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

**20. 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.

**21. Entire Agreement**

This Agreement, subject to the regulations and policies of the USPS, constitutes the entire Agreement between USPS and Licensee concerning the subject matter thereof and supersedes all previous agreements and understandings. This Agreement may not be altered, amended, or modified except by a written instrument signed by authorized representatives of USPS and Licensee. In the event Licensee alters this Agreement prior to execution by USPS, this Agreement shall be null and void.

**22. Non-Transferable**

- 22.1 This License shall not be transferable, in whole or in part, by operation of law or otherwise. The rights and obligations of Licensee shall be terminated immediately in the event of the death of Licensee (if an individual) or, dissolution, merger, buy-out, or transfer (of any kind) of the assets of Licensee (if other than an individual).

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In case of an attempt to transfer this Agreement in whole or in part, this Agreement shall be void. For purposes of this Agreement, an assignment shall include, in addition to the express assignment by Licensee of any interest in this Agreement to another party, any voluntary, involuntary, direct or indirect assignment, sale or other transfer by Licensee or its owners of any interest in this Agreement. An assignment shall also include, without limitation, any transfer of more than thirty percent (30%) of the ownership interests held in Licensee through a single transaction or series of transactions, or reduction of more than thirty percent (30%) in ownership interests of the owners of Licensee through a single transaction or series of transaction, whether effected directly or indirectly through or by (a) any transfer of the capital stock or other ownership interests in Licensee or its owners, or (b) merger, consolidation or issuance of additional shares in Licensee of its owners, or (c) otherwise in a transaction affecting ownership in the Licensee or the rights of Licensee to and under this Agreement.

- 22.1. Any change to the personnel, location, and/or software systems for activities involving or relating to the Suite<sup>Link</sup> 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 set forth in Sections 2, 6, 7, 12, 13, 14, 17, 18, and 22 shall survive the expiration or termination of this Agreement.

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

LICENSEE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

UNITED STATES POSTAL SERVICE:

BY: \_\_\_\_\_

NAME: Audrey K. Conley

TITLE: Contracting Officer's Representative

DATE: \_\_\_\_\_