

United States Postal Service®  
**RDI™ LICENSED PRODUCT**  
**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT for Residential Delivery Indicator Licensed Product (this "Agreement") is made as of the «Date» day of «Month», «Year», by and between: (Licensee) «CompanyName», a \_\_\_\_\_, having its principal place of business at:  
(Address) «Address»  
(City) «City» (State) «State» (ZIP+4) «Z4» and the United States Postal Service (USPS), with offices at 6060 Primacy Pkwy Ste 101, Memphis TN 38188-0001.

LICENSE AGREEMENT Number: 671440-003-RDI-«LicNum»

In consideration of the grant and mutual covenants set forth herein, the parties agree as set forth below in the Introduction, and with more specificity after the Introduction:

#### **Introduction**

USPS has created a confidential and proprietary technology system for providing information regarding the residential or business status of a delivery address;

The RDI technology system, hereinafter referred to by its service mark "RDI" or the "Product", is based upon the USPS proprietary DPV® system technology merged with additional data elements from the USPS proprietary Address Management System;

Licensee acknowledges that said RDI technology and any subsequent revisions thereof that may be issued by USPS are and will remain confidential and proprietary property of USPS;

USPS represents that it is the sole owner of copyrights and other proprietary rights in and to such portions of the RDI technology, and that it will remain the sole owner in subsequent revisions thereof;

Licensee shall use the nonexclusive license granted in this Agreement to provide services based upon the RDI technology for its own and/or its commercial customers' mailing lists for the sole purpose of determining parcel shipping rate information for either the Licensee or the Licensee's customer either in preparation of parcel mailing or in analysis of parcel shipping patterns and costs;

Licensee shall not use the RDI 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 technology.

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## 1. Definitions

- 1.1. As used in this Agreement, the term RDI Restricted Licensed Product or RDI technology means,
  - 1.1.1. the Product previously described within this License Agreement;
  - 1.1.2. any materials, know-how, source code, and technical information that USPS provides to Licensee in written or oral form for use in connection with the Product; and
  - 1.1.3. all whole or partial copies on any media, adaptations, modifications, improvements (as defined in paragraph 3.3.1-3 of this Agreement), translations, derivative works, compilations, partial copies within modification, merges with other materials from whatever source and updated works based on the foregoing that are provided by USPS or are created by Licensee in accordance with this Agreement.
- 1.2. Collectively, the above may also be referred to as the “Licensed Materials”.
- 1.3. The term “address attributes” shall refer to the data elements derived through the use of the individual tables supplied by USPS to Licensee to perform RDI processing. Address attributes are specifically considered to include the status of a given address as a business or a residential delivery (as logically derived from the absence of a delivery in the RDI tables).
- 1.4. The phrase “Address Standardization Tool” means software used to ascertain the accuracy of or to update, correct, or otherwise alter addresses to meet published Postal Service™ standards. Examples of address standardization tool include:
  - 1.4.1. A software tool that was CASS Certified in a CASS Cycle prior to CASS Cycle L;
  - 1.4.2. A software tool that meets current CASS Cycle requirements minus DPV and LACS<sup>Link</sup>® requirements;
  - 1.4.3. A software tool that is certified with all CASS Cycle L requirements;
  - 1.4.4. Other software tools that meet the definition of “Address Standardization Tool” and approved by the USPS for this purpose.

## 2. Sole Purpose and Scope

- 2.1 The sole purpose and scope of this License is limited to provide Licensee with access to Licensed Materials that will be used by and upon Licensee’s computer system to determine parcel shipping rate information for either the Licensee or the Licensee’s customer either in preparation of parcel mailing or in analysis of parcel shipping patterns and costs.
  - 2.1.1. If this License is granted to a software provider for RDI Coding which has been approved with an address standardization tool, the sole purpose and scope of this License is limited to provide Licensee with access to Licensed Materials that will be used by Licensee for marketing of its software product. Such Licensees are prohibited from providing RDI data in any form other than in such limited marketing efforts. Such Licensees are prohibited from re-distributing in any way any RDI data or the RDI Licensed Product, and are

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prohibited from releasing the Licensed Product in any way to end-users. Such use for marketing purposes is subject to review and approval by USPS which may approve or disapprove such marketing efforts in its sole and unreviewable discretion.

- 2.2 Licensee may not use and may not permit any of Licensee's customers to use information obtained or derived from the RDI 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 RDI Licensed Materials in either whole or in part for the benefit of Licensee or its customers.
  - 2.2.1 No proprietary Licensee address list(s) or service products or other system of records that contain(s) address attributes updated through RDI processing shall be rented, sold, distributed or otherwise provided in whole or in part for any purpose containing address attributes derived from RDI processing.
- 2.3 Neither Licensee nor any of Licensee's customers may use the RDI technology to artificially generate address records not already within the possession of Licensee or Licensee's customers.

### **3. Grant of Rights**

- 3.1 USPS hereby grants to Licensee a non-exclusive, single use, non-transferable license (the "License") for the period of one year to use RDI only during the term of and in accordance with this Agreement for the purpose and solely within the scope stated above. The license under this Agreement does not include any express or implied right to use, display, reproduce, distribute or sublicense, disassemble or reverse compile RDI except within the limited scope expressly defined in this Agreement. Licensee may
  - 3.1.1. Use RDI in the computer (or computers, upon the prior written approval of USPS and the payment of such additional fees required pursuant to paragraph 8.2 of this Agreement) for which it was acquired, including use at any installation to which the computer(s) may be transferred, provided Licensee obtains USPS' express written approval prior to such transfer;
  - 3.1.2. Use RDI in a backup computer if any computer for which it was acquired is inoperative. Notwithstanding the foregoing, Licensee may not use or copy RDI for use in any parallel, "hot backup" or similar computer maintained for backup purposes by Licensee or any third party without the express, prior written approval of USPS;
  - 3.1.3. Use RDI in or transfer to a replacement computer, provided that Licensee obtains USPS' express written approval prior to such transfer.
- 3.2 Licensee may only make copies of the RDI file as authorized and provided for within this License Agreement.

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- 3.3. Licensee may not market separate or stand-alone products derived from the RDI technology or data without prior written permission of USPS.
  - 3.3.1. Neither Licensee, nor any person acting for Licensee, may jointly or individually make any invention, improvement or enhancement (“Improvement”), whether patentable or unpatentable, on or relating to RDI or any portion thereof without the prior written approval of USPS, which USPS may withhold in its sole discretion.
  - 3.3.2. Licensee may not modify the RDI technology except to the extent necessary to fit in the data processing environment of Licensee. Licensee may not market or otherwise use RDI technology outside of the scope of the License granted by this Agreement, whether alone or in conjunction with said Improvement, without the specific written approval of USPS, which USPS may withhold in its sole discretion.
  - 3.3.3. Licensee shall forfeit to USPS all rights in any subject Improvements that Licensee fails to report to USPS and/or upon which USPS has not granted prior approval.
- 3.4. In the case where Licensee provides RDI services to itself or its customer(s), Licensee shall cause the resulting business arrangement to constitute a binding agreement to adhere to the requirements of this Agreement by both Licensee and all subsequent customers. Without limiting the generality of the foregoing, Licensee shall enter into written agreements with its customers to ensure that all obligations of Licensee’s customers referred to in this Agreement shall be binding upon Licensee’s customers and inure to the benefit of USPS. Copies of these agreements shall be retained by the Licensee for a period of not less than three (3) years. Upon request of USPS, Licensee shall provide copies of such agreements to USPS.
- 3.5. Licensee may not use RDI Licensed Materials provided or obtained under this License for any purpose other than the fulfillment of requirements under this License.

#### **4. RDI Licensee Selection and License Award Criteria**

- 4.1. Each applicant for a RDI license will be evaluated according to the selection terms specified within the License Agreement. Applicants seeking a RDI license must submit a proposal as defined in the RDI License Application Package.
- 4.2. USPS will make the final determination as to whether an applicant’s proposal is acceptable or unacceptable based solely upon the proposal submitted. USPS is not responsible for incomplete or inadequate proposals. USPS shall not be responsible for soliciting additional input from applicants in explanation of the applicant’s proposal. Applicants are advised to submit proposals that are fully and clearly acceptable without need for additional explanation or information.
- 4.3. Applicant proposals for RDI licenses will be evaluated on a first-come first-served basis. Applicant proposals that are returned by USPS will be considered closed and any resubmission of a proposal by the applicant will be treated as a newly received proposal.

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4.4. USPS, in protecting and preserving the value and integrity of the RDI service, reserves the right to award RDI licenses on a non-exclusive basis to as many applicants as are determined to be in the best interest of the United States Postal Service.

## **5. Term of Agreement**

5.1. The term of this Agreement shall be for one (1) year starting from October 1 of each year, plus any extensions made pursuant to this paragraph 7.0. Each year Licensee shall have the option to extend the term of this Agreement for an additional year by payment to USPS of the required annual licensing fee (See PAYMENT) no less than thirty (30) days prior to the expiration of the Agreement. The term of the Agreement, as extended on an annual basis, shall not exceed ten (10) years. Upon notification of the intent of Licensee to extend this Agreement beyond the 10-year limitation, and payment of the required license fee, USPS shall prepare a renewal license extending the Agreement for execution by the parties.

## **6. Payments**

6.1. In consideration for the use of RDI Licensed Materials on only one computer or system platform, Licensee shall pay USPS within ten (10) calendar days of the execution of this Agreement, a prorated License fee in the amount of Three Hundred Dollars (\$300.00) for the initial year of this Agreement. After the initial year, the yearly payment and method of payment will be determined by USPS taking into consideration, among other things, the number of licensees, the estimated operating costs and overhead in the subsequent year, and a portion of the remaining development costs. Notifications of future yearly payments will be made in writing, forty-five (45) calendar days prior to the expiration of the existing Agreement.

## **7. Termination and Suspension**

7.1 Either party shall have the right to terminate this Agreement upon sixty (60) days written notice to the other party of such termination. If Licensee at any time during the term of this Agreement shall fail to comply with or fulfill any of the terms or conditions thereof, USPS may, at its discretion, terminate the Agreement by sending Licensee a notice of termination. The notice shall state the reasons for the termination and may, but shall not be required to, provide Licensee with a period of thirty (30) calendar days to cure all defects and avoid termination. Said termination shall be without liability to USPS.

7.2 Licensee shall, upon the termination date, cease processing addresses through their RDI system, and shall cease advertising and selling and filling orders for their RDI services. Monies received for orders not yet filled as of the termination date shall be refunded to purchasers within fifteen (15) business days of receipt of the termination notice.

7.3 At the sole discretion of the Licensing Authority or his designees, USPS may, as an interim measure, send Licensee a suspension directive. A suspension directive will state the reasons for suspension and direct Licensee to cease the activities specified in the suspension directive until Licensee makes the necessary corrections and the corrections are verified by USPS. Upon receipt of the suspension notice, Licensee

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shall immediately cease such specified activities until authorized in writing by the Licensing Authority that such activities may be resumed.

- 7.4 Upon expiration or termination of the Agreement, Licensee shall, at the direction and to the satisfaction of USPS, destroy or return to USPS the RDI Licensed Materials and all whole or partial copies thereof. This shall include all current cycle date Licensed Materials, as well as any materials from previous cycle dates. In addition, any copies or subsets of RDI Licensed Materials which exist in electronic format on the Licensee's system shall be fully deleted. Notwithstanding any such expiration or termination, Licensee shall remain obligated to abide by the confidentiality provisions of this Agreement.

## **8 Limitation of Liability**

- 8.1 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 RDI, 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 RDI, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL USPS' LIABILITY TO LICENSEE UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE BASED ON THE EFFECTIVE DATE OF CANCELLATION WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF CANCELLATION.

## **9 Indemnity**

- 9.1 USPS agrees to hold harmless, defend and indemnify Licensee for infringement of any U.S. copyright, trademark, or service mark in the material provided by USPS to Licensee under this Agreement. The foregoing obligation shall not apply unless USPS shall have been informed within ten (10) calendar days by Licensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof.
- 9.2 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 materials and interfaces for use with RDI under this Agreement. 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 for, 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.

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## **10 Product Changes**

- 10.1 USPS reserves the right to make any changes, modifications, or enhancements (“Product Changes”) to RDI it deems necessary during the term of this Agreement.
- 10.2 Licensee is required to include all Product Changes in its services to commercial customers within thirty (30) calendar days of receipt of such Product Changes from USPS, unless otherwise specified by USPS.
- 10.3 Licensee is required to include all Product Changes in its internal RDI processing within thirty (30) calendar days of receipt of such Product Changes from USPS, unless otherwise specified by USPS.

## **11 Confidentiality of the Product and Customer Address Information**

- 11.1 RDI is 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 RDI except as a Licensee under the terms of this Agreement.
- 11.2 Licensee agrees to hold all information concerning RDI in trust, 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 paragraphs 14.2 and 21.0 of this Agreement) to safeguard the confidentiality of RDI and any or all parts thereof and to prevent unauthorized disclosure thereof by Licensee’s employees, agents, representatives, and customers.
- 11.3 Unauthorized disclosure includes using RDI for artificially creating address lists; providing RDI 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 RDI and/or the provided source code that is not specifically authorized by this Agreement.
- 11.4 Licensee will receive and accept the RDI Licensed Materials as confidential, and Licensee using at least the same care Licensee provides for its own proprietary information, shall treat the RDI Licensed Materials and any other written material provided by USPS as strictly confidential.

## **12 Compliance Audits**

- 12.1 USPS may perform RDI process quality reviews (process audits) as frequently as USPS, in its sole discretion, determines necessary.
- 12.2 To ensure the integrity of the RDI service, Licensee shall be prepared to demonstrate its system performance and pass at least one RDI process review to be conducted on or offsite each year, at USPS’ discretion.
- 12.3 USPS or its designated representatives, on an announced or unannounced basis, have the right to visit and examine Licensee’s sites, and, in the case of a software provider for RDI Coding which has been approved with an address standardization tool, have the right to view such software provider’s marketing materials and/or

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presentations at any time. USPS or its designated representatives shall have the right to examine, on or off Licensee's premises, Licensee's computer systems, processing files, documents, administrative records, and other materials to ensure Licensee's compliance with the provisions of this Agreement.

12.4 USPS may perform RDI security quality reviews (security audits) as frequently as USPS, in its sole discretion, determines necessary.

### **13 Retention of Records**

13.1 USPS or its authorized representatives will, until three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, records or other materials of Licensee involving transactions related to this Agreement.

### **14 Proprietary Notice**

14.1 All copies of materials referencing the RDI service or data elements derived from the RDI service produced by Licensee shall have a notice identifying the same as the confidential and proprietary property of USPS.

14.2 No foreign government, foreign corporation, competitor of the United States Postal Service (including any parent, subsidiary or affiliate of such competitor), or any other entity, foreign or domestic, shall be admitted to any share of part of this Agreement or to any benefit that may arise therefrom without the express written approval of USPS or when USPS determines that such admission, share or benefit will not serve the best interest of the United States Postal Service.

### **15 Advertising**

15.1 In order to ensure the widest access possible by parcel mail producers to the services available from RDI processing, Licensee may publicly advertise at its own expense its use of the RDI product. The Licensee may advertise that it uses the RDI product to determine the best shipper to use for a prospective customers parcel mailing.

15.2 Licensee may advertise RDI matching services only as follows:

15.3 The legend "Non-exclusive Licensee of the United States Postal Service" shall appear once and not more than once in each advertisement.

15.4 Licensee shall not suggest by any business or trade name any association with the USPS or the United States Government.

15.5 Licensee shall not employ in its advertising or marketing activities any language, conduct, 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 the USPS or the United States Government.

15.6 All Licensee advertising shall clearly and conspicuously state that the price at which their services are being offered by Licensee and is not established, controlled, or approved by the USPS or the United States Government.

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15.7 All Licensee advertising shall clearly and conspicuously state that the business decision on which parcel delivery company to use is not made by the USPS or the United States Government.

**16 No License to Trademarks**

16.1 USPS hereby grants a license to Licensee to use the mark RDI strictly to reference the Licensed Materials, including the RDI Licensed Product and Product, in accordance with USPS' prior approval and USPS' standards.

**17 Approval of Advertising and Method of Sale**

17.1 In order to assure that prospective purchasers are not misled by any aspect of the advertising or method of sale of RDI services, and to specifically assure that the relationship between Licensee and USPS is correctly represented, USPS shall have the right to review all Licensee's proposed methods of sale and proposed advertising.

17.1.1 For the purposes of this document, advertising means Licensee's public disclosures concerning RDI, including but not limited to proposed copy for news releases, radio, Internet, television, magazine and newspaper advertisements, email, telephone and direct mail solicitations.

17.2 Licensee shall not publish or distribute any advertising or engage in any method of sale that has not been approved by USPS. The granting or withholding of approval shall be at the sole discretion of USPS.

17.3 USPS shall within twenty (20) business days of receipt of proposed advertising or a proposed method of sale, approve it in writing or provide a written statement of the reasons for disapproval and, at its discretion, a statement of the changes necessary for approval. USPS failure to respond within twenty (20) business days shall be deemed approval of a proposed advertisement or method of sale.

17.4 USPS reserves the right to require Licensee to immediately withdraw and/or modify any advertising material bearing reference to RDI Licensed Materials that have not previously been reviewed or approved by USPS. USPS shall not be liable for any Licensee costs to perform said withdrawal and/or modification.

**18 Compliance with USPS Standards and Periodic Verification of RDI Matching Capability**

18.1 Licensee shall use an address standardization tool for RDI Coding. In addition to the use of an address standardization tool, USPS shall have the right to test the accuracy of the RDI process at any time without advance notice. Licensee failure to meet the standards for RDI processing as defined within the License Agreement may result in suspension or termination of this License.

18.2 Licensee shall supply the vendor, product name, and version number for their procured RDI software at the time of License execution. Space is provided for this information on the signature page of the License Agreement.

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**19 Notices**

19.1 Any notice to be given under this Agreement shall be given in writing at the address of each party set forth in this Agreement, or to such other address as either party may designate by written notice to the other.

**20 Governing Law**

20.1 This Agreement shall be governed by the federal laws of the United States of America, or, when no such law is applicable, then by the laws of the State of New York as interpreted by the United States Court of Appeals for the Second Circuit.

**21 Title 39 Compliance**

21.1 The address information within the RDI Licensed Materials is covered under 39 USC § 412. Accordingly, Licensee shall take all steps necessary to secure the RDI Licensed Materials in a manner that fully complies with Section 412 constraints prohibiting the disclosure of address lists.

21.2 Licensee shall ensure that neither Licensee nor Licensee's customers are using the RDI Licensed Materials for the purpose of creating mailing lists. Licensee must adopt at a minimum all security measures as identified within the License Agreement to detect cases where address records have been artificially generated and presented to the RDI service for the apparent purpose of creating a mailing list.

**22 Entire Agreement**

22.1 This Agreement 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.

**23 Non-Transferable**

23.1 This License shall not be transferable, in whole or in part. 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).

**24 Competitive Restriction**

24.1 No delivery-services competitor (including any parent, subsidiary or affiliate of such competitor) of the USPS, including any domestic or foreign corporation that provides delivery services, any foreign postal administration or any foreign government agency that provides delivery services, or any domestic subsidiaries of any foreign corporation, foreign postal administration, or foreign government that provides delivery services may be a licensee under this Agreement. In addition, no

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licensee under this Agreement may permit any delivery-services competitor (including any parent, subsidiary or affiliate of such competitor) of the USPS, including any domestic or foreign corporation, any domestic subsidiaries of any foreign corporation or foreign postal administration, or any foreign government to become a sublicensee or subcontractor or affiliate in conjunction with the fulfillment of this License. Finally, no licensee under this Agreement may provide any delivery-services competitor (including any parent, subsidiary or affiliate of such competitor) of the USPS, including any domestic or foreign corporation, any domestic subsidiaries of any foreign corporation or foreign postal administration, or any foreign government with RDI data or software in any fashion.

## **25 Furnishing Of RDI Licensed Materials**

25.1 All Licensed Materials associated with RDI will be furnished directly to Licensee at Licensee's address as set forth in this Agreement, unless Licensee specifies another address in writing. Licensed Materials shall be updated on a frequency defined within the License Agreement. Licensee shall be prepared to accept all updates of the Licensed Materials via electronic file transfer that shall be made available at the discretion of USPS.

## **26 Product Updates**

26.1 Updates to the RDI product files will be furnished to Licensee each month. Because the RDI process depends on the output from an address standardization tool, the RDI and ZIP + 4 product files used must be from the same cycle date. Licensee agrees to apply product updates from both RDI and ZIP + 4 on a monthly basis.

26.2 Licensee must apply updates to both RDI and ZIP + 4 products concurrently, and within 3 business days of the receipt of the latter of the products.

## **27 Security**

27.1 If the RDI system is to be attached to a network to which individuals (inside and/or outside Licensee's firm or company) have access and those individuals are not authorized to use RDI, electronic security must be implemented. Standard operating system/network security software only is not acceptable.

27.2 The RDI interface system must be physically secured. No access shall be granted to individuals other than those authorized to use RDI.

27.3 All access to and files processed through the interface system must be monitored and secure.

27.4 Licensees who provide Internet-based rate-shopping RDI services must restrict access only to established clients of the Licensee. The RDI system must not be available to the general public.

27.5 Internet-based rate-shopping RDI services must not disclose the business or residential status of an input address. Such services may only display the comparative parcel shipping rates for the input address.

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27.6 In accordance with paragraph 7.1 of this Agreement, failure to meet and maintain an acceptable level of security for the RDI system and data shall be considered as grounds for suspension or termination of this Agreement. For a Licensee which is a CASS Certified software provider for RDI Coding, which, as described previously in this License, is limited to use of the Licensed Product for acceptable marketing of its software, failure to meet and maintain an acceptable level of security for the RDI system and data shall be considered as grounds for suspension or termination of this Agreement, and may, in USPS' sole and unreviewable discretion, be considered as grounds for termination of and retraction of CASS certification and cancellation of the software provider's ability to continue to license its software for RDI purposes.

## **28 Notification of Services Provided**

- 28.1 To enable the USPS to analyze the effectiveness and benefit of the RDI licensing program to USPS, any Licensee who provides RDI services to clients as described in section 2.1 of this License must provide a periodic list to USPS of clients to whom RDI services have been provided.
- 28.2 This list shall be produced monthly and mailed monthly to the RDI Licensing Department. The list shall contain names, addresses, and contact information for the clients who have received RDI processing.
- 28.3 Copies of this list shall be retained by the Licensee for a period of no less than 3 years, in accordance with paragraph 13.1 of this Agreement.

## **29 Liquidated Damages/Equitable Relief**

- 29.1 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' rights to control its intellectual property. Accordingly, Licensee (i) agrees to reimburse USPS for any unauthorized use and/or disclosure at a rate of treble (3 times) the current annual fee charged to Licensee under this Agreement or treble the average total revenue Licensee obtained through its use of the Licensed Materials, whichever amount is greater, and (ii) consents to such injunctive or other equitable relief as a court of competent jurisdiction may deem proper.
- 29.2 Upon the assessment of damages and/or relief under this section or under this Agreement, Licensee shall forfeit all rights provided under this Agreement and shall be prohibited from reacquisition of a license for a period of not less than 5 years.

## **30 Survival Obligations**

- 30.1 Notwithstanding the expiration or termination of this Agreement, the obligations set forth in paragraphs 9, 13, 14, 15, 16, and 21 shall survive such expiration or termination.

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

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

**SIGNATURE:** \_\_\_\_\_

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

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

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

**RDI Software Vendor:** \_\_\_\_\_

**RDI Software Product and Version:** \_\_\_\_\_

**UNITED STATES POSTAL SERVICE**

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

**NAME:** Audrey K. Conley \_\_\_\_\_

**TITLE:** Contracting Officer's Representative \_\_\_\_\_

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

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