DSF^{2}® LICENSE AGREEMENT

THIS LICENSE AGREEMENT for the DSF^{2} Licensed Service (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—01—DSF^{2}—«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 validating address information, for providing detailed attributes related to a specific address record, and to arrange delivery addresses into USPS® delivery sequence order;

The DSF^{2} technology system, hereinafter referred to by its trademark "DSF^{2}" or the "Product", is based upon the USPS proprietary DPV® system technology merged with additional data elements from the USPS proprietary Address Management System, along with the USPS eLOT® Product and the USPS Delivery Statistics Product;

Licensee acknowledges that said DSF^{2} 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 DSF^{2} 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 DSF^{2} technology for its own and/or its commercial customers' mailing lists <u>for the sole purpose of processing address lists in the preparation of mail that will be submitted to the USPS for acceptance and delivery</u>;

Licensee shall not use the DSF^{2} 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 DSF^{2} technology; and

Licensee will comply with the most current copy of the Licensee Performance Requirements, Exhibits and Appendices.

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1.0 Definitions

1.1 As used in this Agreement, the term DSF^2 Licensed Service or DSF^2 technology means,

1.1.1 the Product previously described within this License Agreement, which is more fully described in Licensee Performance Requirements attached;

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.

Collectively, the above may also be referred to as the "Licensed Materials".

1.2 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 DSF^2 processing. Address attributes are specifically considered to include:

a. Seasonal indicator
b. Seasonal/Educational indicator
c. Vacant indicator
d. Delivery mode type indicator
e. Residential indicator (reference Figure 4 in the Licensee Performance Requirements)
f. Business indicator
g. Drop indicator
h. Drop count
i. Locatable Address Conversion System (LACS) indicator
j. No-stat(istics) indicator
k. Address throwback indicator

2.0 Sole Purpose and Scope

2.1 The sole purpose and scope of this License is limited to provide Licensee with access to Licensed Materials for use by Licensee on its computer system to process address lists for address hygiene, address attribute assignment, and address sequencing services on behalf of either Licensee or Licensee's customers in preparation of submitting mailpieces to the United States Postal Service® for delivery.

2.2 Licensee may not use and may not permit any of Licensee's customers to use information obtained or derived from the DSF^2 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 DSF^2 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 DSF^2 processing shall be rented, sold, distributed or otherwise provided in whole or in part for any purpose containing address attributes derived from DSF^2 processing.

2.2.2 Where Licensee or Licensee's customer already possesses the same address attributes that are contained within the DSF^2 data, such attributes must be identified to USPS prior to

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any update derived from DSF^2 technology. Failure to provide prior notice to USPS of Licensee's or Licensee's customer's possession of pre-existing data elements shall be deemed a concession by Licensee and/or Licensee's customer that said address attribute data elements were derived solely from processing using the DSF^2 technology and therefore subject to the terms and conditions of this Agreement.

2.3 Neither Licensee nor any of Licensee's customers may use any data derived directly or indirectly from the use of the DSF^2 Licensed Materials in any data system, product, or technology except specifically for preparing mail that will be delivered by the United States Postal Service.

2.4 Neither Licensee nor any of Licensee's customers may use the DSF^2 technology to artificially generate address records not already within the possession of Licensee or Licensee's customers.

3.0 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 DSF^2 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 DSF^2 except within the limited scope expressly defined in this Agreement. Licensee may

3.1.1 Use DSF^2 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 DSF^2 in a backup computer if any computer for which it was acquired is inoperative. Notwithstanding the foregoing, Licensee may not use or copy DSF^2 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 DSF^2 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 DSF^2 file as authorized and provided for within the Licensee Performance Requirements under this Agreement.

3.3 Licensee may not market separate or stand-alone products derived from the DSF^2 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 DSF^2 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 DSF^2 technology except to the extent necessary to fit in the data processing environment of Licensee. Licensee may not market or otherwise use DSF^2 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.

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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 DSF^{2} 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. Upon request of USPS, Licensee shall provide copies of such agreements to USPS.

3.5 Licensee may not use DSF^{2} Licensed Materials provided or obtained under this License for any purpose other than the fulfillment of requirements under this License.

4.0 DSF^{2} Service Use and Performance Standards

4.1 USPS is making the DSF^{2} Licensed Materials available for the express purpose of facilitating access to the data contained within the Licensed Materials by the mailing public. USPS has determined that significant public interest exists in the offering of a commercial DSF^{2} service. Accordingly, Licensee shall be required to routinely offer DSF^{2} services to the public without discrimination. Licensee may charge customers a reasonable fee for provision of DSF^{2} services.

4.2 To ensure that Licensee's use of the Licensed Materials is primarily for fulfilling commercial processing services, Licensee use of the DSF^{2} Licensed Materials for its own (including any subsidiary or affiliate) account shall not exceed 49% of Licensee's total use of the DSF^{2} Licensed Materials. Processing percentages shall be determined by statistics submitted to USPS by Licensee in accordance with the Licensee Performance Requirements.

4.3 USPS shall annually establish minimum public volume processing requirements for Licensee. These requirements will vary from year to year based on the needs and expectations of USPS and will be issued via updates of the Licensee Performance Requirements. Failure to meet these requirements may result in suspension or termination of the License.

5.0 Conformance with DSF^{2} License Performance Requirements

5.1 USPS reserves the right to make any and all changes within the Licensed Materials as it deems necessary in the design, function, reporting requirements, or other components established within the DSF^{2} Licensee Performance Requirements or the DSF^{2} Interface Developers Guide. Licensee shall, in fulfilling its obligation under this License:

5.1.1 Adhere to all requirements as published within the most current copy of the DSF^{2} Licensee Performance Requirements. The most current copy shall be that copy maintained by USPS upon its designated web site and available for Licensee's access. Under no circumstance shall USPS be responsible for Licensee's failure to possess the most current copy of the DSF^{2} Licensee Performance Requirements.

5.1.2 Licensee's failure to possess the most current copy of the Licensee Performance Requirements shall not constitute justification for Licensee's failure to meet requirements as specified where the Licensee Performance Requirements were made available under the terms of this Agreement.

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6.0 DSF^{2} Licensee Selection and License Award Criteria

6.1 Each applicant for a DSF^{2} license will be evaluated according to the selection terms specified within the Licensee Performance Requirements. Applicants seeking a DSF^{2} license must submit a proposal as defined in the Licensee Certification Package.

6.2 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.

6.3 Applicant proposals for DSF^{2} 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.

6.4 USPS, in protecting and preserving the value and integrity of the DSF^{2} service, reserves the right to award DSF^{2} 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.

7.0 Term of Agreement

7.1 The term of this Agreement shall be for one (1) year starting from July 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.

8.0 Payments

8.1 In consideration for the use of DSF^{2} 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 One Hundred Two Thousand Dollars ($102,000.00) 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. Yearly payments shall be made to USPS no later than thirty (30) calendar days prior to the expiration of the existing Agreement.

8.2 Licensee may provide this service via multiple locations or upon multiple computer system platforms at an additional annual fee of Fifty One Thousand Dollars ($51,000.00) per additional computer or system platform.

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9.0 Termination and Suspension

9.1 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.

9.2 Licensee shall, upon the termination date, cease advertising and selling and filling orders for the DSF^2 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.

9.3 At the sole discretion of the Contracting Officer 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 shall immediately cease such specified activities until authorized in writing by the Contracting Officer that such activities may be resumed.

9.4 Upon expiration or termination of the Agreement, Licensee shall, at the direction and to the satisfaction of USPS, destroy or return to USPS the DSF^2 Licensed Materials and all whole or partial copies thereof. Notwithstanding any such expiration or termination, Licensee shall remain obligated to abide by the confidentiality provisions of this Agreement.

10.0 Limitation of Liability

10.1 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 DSF^2, 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 DSF^2, 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.

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11.0 Indemnity

11.1 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.

11.2 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 DSF^2 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.

12.0 Product Changes

12.1 USPS reserves the right to make any changes, modifications, or enhancements ("Product Changes") to DSF^2 it deems necessary during the term of this Agreement.

12.2 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.

12.3 Licensee must utilize the most current copy of the DSF^2 Licensee Performance Requirements. Updates to these documents may be published annually and will be mailed to Licensee at the address of record. In addition, USPS will make available a full copy of the DSF^2 Licensee Performance Requirements upon its designated web site for Licensee's access. Under no circumstances shall USPS be responsible for Licensee's failure to possess the most current copy the DSF^2 Licensee Performance Requirements.

13.0 Confidentiality of the Product and Customer Address Information

13.1 DSF^2 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 DSF^2 except as a Licensee under the terms of this Agreement.

13.2 Licensee agrees to hold all information concerning DSF^2 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 13.4 and 22.0 of this Agreement) to safeguard the confidentiality of DSF^2 and any or all parts thereof and to prevent unauthorized disclosure thereof by Licensee's employees, agents, representatives, and customers.

13.3 Unauthorized disclosure includes using DSF^2 for artificially creating address lists; providing DSF^2 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 DSF^2 and/or the provided source code that is not specifically authorized by this Agreement.

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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 *Information Systems Security Handbook* (Handbook AS-805).

13.5 The DSF^2 Licensed Service processing requires the potential Licensee to have access to address information (i.e. addresses and return addresses) that appear on mailpieces. To ensure the confidentiality of this address information, except as specifically permitted by the USPS, no supplier or subcontractor, and no employee or former employee of any supplier or subcontractor may, at any time, during or after the period of this license, disclose to any third party any address information obtained in the performance of this license. This license does not give the supplier proprietary interest in any address information, and the supplier's right to have, use, and disclose address information is restricted by the license. The Licensee agrees to control and restrict access to address information to persons who need it to perform work under this license and prohibit the unauthorized reproduction of this information.

14.0 Compliance Audits

14.1 USPS may perform DSF^2 process quality reviews (process audits) as frequently as USPS, in its sole discretion, determines necessary.

14.2 To ensure the integrity of the DSF^2 service, Licensee shall be prepared to demonstrate its system performance and pass at least one DSF^2 process review to be conducted on or offsite each year, at USPS' discretion.

14.3 USPS or its designated representatives, on an announced or unannounced basis, have the right to visit and examine Licensee's sites. 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**.**

14. 4 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.

15.0 Proprietary Notice

15.1 All copies of materials referencing the DSF^2 service or data elements derived from the DSF^2 service produced by Licensee shall have a notice identifying the same as the confidential and proprietary property of USPS.

15.2 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.

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16.0 Advertising

16.1 In order to ensure the widest access possible by mailers to the services available from DSF^2 processing, Licensee shall publicly advertise at its own expense its commercial DSF^2 processing services. Said advertising of DSF^2 commercial services by Licensee shall occur no less than twice per year via a media outlet recognized as routinely servicing the mailing services industry.

16.2 Licensee may advertise DSF^2 matching services only as follows:

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

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

c. 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.

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

17.0 No License to Trademarks

17.1 USPS hereby grants a license to Licensee to use the mark DSF^2 strictly to reference the Licensed Materials, including the DSF^2 Licensed Service and Product, in accordance with USPS' prior approval and USPS' standards.

18.0 Approval Of Advertising And Method Of Sale

18.1 In order to assure that prospective purchasers are not misled by any aspect of the advertising or method of sale of DSF^2 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.

18.1.1 For the purposes of this paragraph, advertising means Licensee's public disclosures concerning DSF^2, including but not limited to proposed copy for news releases, radio, Internet, television, magazine and newspaper advertisements, email, telephone and direct mail solicitations.

18.2 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.

18.3 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.

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18.4 USPS reserves the right to require Licensee to immediately withdraw and/or modify any advertising material bearing reference to DSF^{2} 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.

19.0 Compliance with CASS™ Certifications And Periodic Verification Of DSF^{2} Matching Capability

19.1 Licensee shall maintain current CASS certification for ZIP + 4® Coding and Delivery Point Coding. To meet this requirement Licensee must be re-certified for DSF^{2} at each CASS cycle or as specified by USPS.

19.2 This required test shall be performed in conjunction with the CASS certification. In addition to the CASS certification, USPS shall have the right to test the accuracy of the DSF^{2} process at any time without advance notice.

19.3 Failure to meet the standards established by the CASS certification process or for DSF^{2} processing as defined within the Licensee Performance Requirements may result in suspension or termination of this License.

20.0 Notices

20.1 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.

21.0 Governing Law

21.1 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.

22.0 Title 39 Compliance

22.1 The address information within the DSF^{2} Licensed Materials is covered under 39 USC 412. Accordingly, Licensee shall take all steps necessary to secure the DSF^{2} Licensed Materials in a manner that fully complies with Section 412 constraints prohibiting the disclosure of address lists.

22.2 Licensee shall ensure that neither Licensee nor Licensee's customers are using the DSF^{2} Licensed Materials for the purpose of creating mailing lists. Licensee must adopt at a minimum all security measures as identified within the Licensee Performance Requirements to detect cases where address records have been artificially generated and presented to the DSF^{2} service for the apparent purpose of creating a mailing list.

23.0 Entire Agreement

23.1 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.

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24.0 Non-Transferable

24.1 This License shall not be transferable, in whole or in part. The rights and obligations of Licensee shall be terminated immediately (pursuant to Paragraph 9.0) 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).

25.0 Competitive Restriction

25.1 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 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.

26.0 Furnishing of DSF^2 Licensed Materials

26.1 All Licensed Materials associated with DSF^2 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 with the Licensee Performance Requirements. 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.

27.0 Liquidated Damages/Equitable Relief

27.1 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.

27.2 Upon the assessment of a penalty 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.

28.0 Survival Obligations

28.1 Notwithstanding the expiration or termination of this Agreement, the obligations set forth in paragraphs 3, 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:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

UNITED STATES POSTAL SERVICE

BY: _____

NAME: _____

TITLE: Contracting Officer

DATE: _____

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