**UNITED STATES POSTAL SERVICE®**

# NCOA$^{Link}$® MAIL PROCESSING EQUIPMENT DATA USER AGREEMENT

THIS AGREEMENT LICENSES THE USE OF THE NCOA$^{Link}$ PRODUCT WITH MAIL PROCESSING EQUIPMENT" and is effective on the date signed by the United States Postal Service, by and between: (Licensee) _____

a _____ [insert type of entity] registered and in good standing under the laws of the State of_____, 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), NCOA$^{Link}$ Licensing Department, 225 N Humphreys Blvd, Suite 501, Memphis TN 38188-1001.

LICENSE AGREEMENT Number: 671440-03-NCOA-XXXXX

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

## *Summary of the Agreement*

- USPS has created a highly encrypted, confidential, and proprietary system for updating mailing addresses to which USPS delivers; this system is referred to herein as the "NCOA$^{Link}$ Product" and is further defined below.
- USPS wants to facilitate the use of the NCOA$^{Link}$ Product as a service on behalf of their customers to provide updated address information on prepared mailpieces for processing and delivery by USPS; and Licensee wishes to become a licensed Data User for one of these commercial systems.
- To enable the nonexclusive use of the NCOA$^{Link}$ Product, USPS has licensed to various entities the development, distribution, and use of software interface products that interact with the NCOA$^{Link}$ Product; these software interface products must be integrated with either standalone or components of multi-application Mail Processing Equipment.
- Licensee has, is developing, or is obtaining directly or indirectly through rights granted by USPS one or more Mail Processing Equipment (MPE) interface product(s) for each platform on which it proposes to use the NCOA$^{Link}$ Product that it licenses from USPS. Licensee wishes to enter into a nonexclusive License with USPS to use the NCOA$^{Link}$ Product at Licensee's sites.

FOR DISPLAY ONLY

**UNITED STATES POSTAL SERVICE®**

# NCOA$^{Link}$® MAIL PROCESSING EQUIPMENT DATA USER AGREEMENT

## *The Specifics of the Agreement*

### *1. Definitions and Certain Limitations*

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 Service, in any media or form, including but not limited to, radio, television, electronic messaging, World Wide Web, magazine and newspaper advertising, and trade shows.

1.2. ***"Entity"*** means a single corporation, 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 party or affiliation(s) of parties that is not recognized as a legal entity by the laws of the state(s) in which it conducts business.

1.3. ***"Field of Use"*** means use in mailing operations to prepare Mailpieces and Deliverables for delivery by USPS.

1.4. ***"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 in the NCOA$^{Link}$ Product and Service Materials, including, but not limited to, the laws concerning privacy, copyrights, inventions, patents, and trademarks.

1.5. ***"Interface Product"*** means one or more MPE software interface products for use with the NCOA$^{Link}$ Product (defined below) with Licensee's Mail Processing Equipment (defined below) to Update (defined below) Mailpieces (defined below), which contains an interface licensed and certified by USPS that may or may not be bundled in the software product with other features, functions, applications and that a USPS-licensed Distributor packaged into a commercial available product or that Licensee may itself have developed for use with the NCOA$^{Link}$ Product.

1.6. ***"License Fee Schedule"*** means the fees shown on Exhibit A, attached hereto and made a part hereof, as may be modified by USPS from time to time.

1.7. ***"Licensee Performance Requirements"*** refers to the most current copy of the NCOA$^{Link}$ Mail Processing Equipment Data User Licensee Performance Requirements displayed by USPS upon its designated web site, as updated from time to time and incorporated herein

FOR DISPLAY ONLY

by reference; under no circumstance shall USPS be responsible for Licensee's failure to possess the most current copy of the Licensee Performance Requirements.

1.8. ***"Mailpieces"*** and ***"Deliverables"*** mean a prepared collection of at least 100 unique names and addresses used exclusively for updating articles of mail, including but not limited to, letters, flats, cards, or parcels, to be posted at USPS facilities for acceptance and ***delivery by USPS***; any prepared collections or the like of addresses that are used, have been used, or will be used for purposes other than updating mailpieces are excluded from the scope of the meaning of "Mailpieces" and "Deliverables" in this Agreement.

1.9. ***"Mail Processing Equipment"*** means machinery and related apparatus used to perform distribution of mail and other functions, such as canceling and culling. This includes automated and mechanized machinery as well as distribution cases.

1.10. ***"NCOA$^{Link}$ Product"*** means the highly encrypted, confidential, and proprietary system provided by the USPS for Updating US mailing address information.

1.11. ***"Platform"*** means the type of computer on which a given operating system or application runs for which Licensee obtained a certified MPE Interface Product(s).

1.12. ***"Service Materials"*** means:

1.12.1. The Licensee Performance Requirements.

1.12.2. The NCOA$^{Link}$ Product.

1.12.3. The test files having the features and attributes of the NCOA$^{Link}$ Product that USPS provides to Licensee for the purpose of testing the software Interface Products.

1.12.4. 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 NCOA$^{Link}$ Product or Service Materials that are provided to Licensee by USPS in connection with this Agreement.

1.13. ***"Service"*** or ***"Services"*** mean performing the process of Updating Mailpieces on behalf of others, specifically, businesses, associations, organizations, or individuals unrelated to Licensee.

1.14. ***"Site"*** means the physical location(s) identified in the application(s) submitted to and accepted by USPS, as amended from time to time.

1.15. ***"Territory"*** means places of business operating within the geographic boundaries of the United States, its territories, and possessions.

FOR DISPLAY ONLY

1.16. **"*Update*"** means to identify the old address information on a Mailpiece with the new or current information using Mail Processing Equipment.

1.17. ***"USPS Trademarks"*** means the USPS-owned trademarks NCOA$^{Link}$, UNITED STATES POSTAL SERVICE®, POSTAL SERVICE™, US POSTAL SERVICE®, and USPS®.

## *2. Sole Purpose and Scope*

2.1. The purpose of this Agreement is to license the NCOA$^{Link}$ Product and the other Service Materials for use in the Field of Use at the Site(s) with Licensee's Mail Processing Equipment on one or more Platforms to Update prepared Mailpieces and Deliverables for acceptance and delivery by the USPS.

2.2. Licensee has no right to develop or use any NCOA$^{Link}$ Product, service, interface, Interface Product, or any related item or technology to compile or maintain a list or collection of names and addresses or addresses only of new movers or to create other products or data bases or collections of information concerning new movers, histories of address changes, lists or histories of residents, or other informational or data sources based upon information received from or through the NCOA$^{Link}$ Product for the purpose of renting, selling, transferring, disclosing, making available, or otherwise providing such information to an entity unrelated to Licensee.

2.3. The scope of this License does not permit any use of information, data, software, systems, Updates, or the like obtained or derived from or based on or incorporating directly or indirectly the Service Materials, in whole or in part, for any purpose inconsistent with this Agreement, including but not limited to creating or maintaining any derivative products that incorporate data obtained, directly or indirectly, from the Service Materials, either in whole or in part other than as expressly agreed to herein.

2.4. The scope of this Agreement does not permit Licensee, directly or indirectly, to rent, sell, distribute, transfer, disclose, or otherwise provide to anyone or any entity ***anything whatsoever*** that has, contains, conveys, or uses both old and corresponding new address information or that can be used to link old and corresponding new address information, if any portion is obtained from or processed using the NCOA$^{Link}$ Product, except for Mailpieces received from and being returned to Licensee's customer together with the contemporaneous Update in the regular course of providing Services to Licensee's customers.

FOR DISPLAY ONLY

2.5. The scope of this Agreement does not include using the Service Materials directly or indirectly to Update address information except as explicitly authorized by this Agreement. The scope of this Agreement does not include compiling or maintaining a list of USPS customers who have moved, or otherwise developing or creating know-how, trade secrets, products, services, or intelligence, derived from or based upon information received from or through the NCOA$^{Link}$ Product technology except as explicitly authorized by this Agreement.

***3. The USPS Grant***

3.1. So long as exercised strictly in accordance with the terms and conditions set forth in this Agreement, USPS grants to Licensee in the Territory for the Term (unless terminated or suspended as set forth below), a non-exclusive, non-transferable, revocable license limited to the Scope and Purpose set forth above to provide Services in the Field of Use using the NCOA$^{Link}$ Product with Licensee's Mail Processing Equipment with an NCOA$^{Link}$ MPE Interface Product on one or more Platforms in accordance with the Licensee Performance Requirements incorporated herein by reference and with the other terms and conditions of this Agreement.

3.2. This license is contingent upon Licensee's compliance with the Licensee Performance Requirements, including changes that USPS makes to the Licensee Performance Requirements.

3.3. USPS does not grant Licensee a right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Service Materials. Any attempt to sublicense shall be void. All reproductions and derivative works shall be assigned to and delivered to USPS.

3.4. USPS does not grant Licensee a right to develop or use the NCOA$^{Link}$ Product, the Service Materials, or any related technology, to compile or maintain address information concerning new movers or to create other products based upon information received from or through the NCOA$^{Link}$ Product technology. Any efforts to do so are outside the scope of this Agreement, are in breach of this Agreement, and compel the immediate, automatic termination of this Agreement per Section 10.

3.5. Limited Trademark License

FOR DISPLAY ONLY

3.5.1. USPS grants Licensee the right to use the mark NCOA$^{Link}$ to identify the NCOA$^{Link}$ Product in Advertising for the provision of Services in the Field of Use in the Territory under the License granted in the Agreement.

3.5.2. USPS grants Licensee a limited right to use the USPS Trademarks listed in Section 1.17 other than the mark NCOA$^{Link}$, only to identify USPS, specifically, to name the originator of the NCOA$^{Link}$ Product, in Advertising for Services in the Field of Use in the Territory under the License granted in this Agreement.

3.5.3. The right to use *any* USPS Trademark under this Agreement, however, is contingent upon Licensee's prior receipt of USPS's approval for each piece or instance of Advertising before the display or public distribution of such Advertising pursuant to the provisions below.

3.6. So long as exercised strictly in accordance with the terms and conditions set forth in this Agreement including but not limited to Section 3.2 , USPS also grants to Licensee in the Territory for the Term (unless terminated or suspended as set forth below), a non-exclusive, non-transferable, revocable license within the Scope and Purpose set forth above to use the NCOA$^{Link}$ Product in the Field of Use with Licensee's Mail Processing Equipment on one or more Platforms on the Site(s) to Update its own prepared Mailpieces in accordance with the Licensee Performance Requirements for processing and delivery by the USPS.

***4. Licensee Obligations:***

4.1. Licensee acknowledges its obligation to and agrees to use the NCOA$^{Link}$ Product and other Service Materials only within the Scope and Purpose of this Agreement as set forth above and only to provide Services using the NCOA$^{Link}$ Product with Licensee's Mail Processing Equipment with an NCOA$^{Link}$ MPE Interface Product on one or more Platforms in accordance with the Licensee Performance Requirements and/or to Update its own prepared Mailpieces for acceptance and delivery by USPS, and otherwise in accordance with this Agreement.

4.2. Licensee agrees that to use the NCOA$^{Link}$ Product and other Service Materials outside of the Scope and Purpose breaches the terms of this Agreement.

4.3. Licensee agrees that it violates this Agreement to provide Services to an Entity located or operating outside of the Territory or using the Updated Mailpieces outside of the Territory.

FOR DISPLAY ONLY

4.4. Licensee acknowledges and agrees that this Agreement does not include any right to disassemble, reverse engineer, outsource, reproduce, publicly distribute, or sublicense the NCOA$^{Link}$ Product or other Service Materials.

4.5. Licensee acknowledges and agrees that this Agreement grants the right to use the NCOA$^{Link}$ Product to provide Services under this Agreement and to Update Licensee's Mailpieces, and not any right to change the NCOA$^{Link}$ Product or the NCOA$^{Link}$ MPE Interface Product in any manner.

4.6. Licensee alone, to the exclusion of USPS, has the responsibility to possess and/or maintain contemporaneous access to the most current copy of the Licensee Performance Requirements as well as any changes and/or new requirements made from time to time by USPS. The most current copy of the Licensee Performance Requirements shall be available upon the designated USPS web site.

***5. Trademarks, Marketing, Approvals***

5.1. Licensee agrees and acknowledges that USPS Trademarks are trademarks owned by the USPS and that it will use USPS Trademarks only as trademarks in reference to the USPS and its products and services as appropriate.

5.2. 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 and the requirements of this Agreement.

5.3. Licensee agrees that all of Licensee's use of USPS Trademarks shall inure to the benefit of USPS and Licensee shall not acquire any rights in the USPS Trademarks except as a Licensee under this Agreement.

5.4. With regard to Licensee's Services under this Agreement, Licensee agrees ***not to use*** any of the following names or marks nor any derivative thereof nor any confusingly similar name or mark:

ANK$^{Link}$
COA
CASS
CASS-Certified
COA Link

FOR DISPLAY ONLY

DPV

DSF$^2$

eLOT

*FASTforward*

IZ4

LACS$^{Link}$

LINK

MAC

MAC Gold

MASS

NCOA

NCOA$^{Link}$

Suite$^{Link}$

ZIP

as or part of Licensee's company name, trade name, product names, domain names, trademarks (including word marks, service marks, logos, slogans).

5.5. Licensee agrees that these provisions concerning advertising, marketing, and promotion are not exclusive and that USPS may impose additional requirements which, in it sole discretion, it finds necessary.

5.6. Licensee agrees that each piece of Advertising related to Services provided under this Agreement

5.6.1. shall display the words "[Licensee] is a non-exclusive MPE Data User Licensee of the United States Postal Service" once, but not more than once;

5.6.2. will direct that all payment for Licensee's Service shall be made payable to Licensee;

5.6.3. shall clearly state that the price for Licensee's Services "are not established, controlled or approved by the United States Postal Service;"

5.6.4. if the Advertising contains commercial advertising for Licensee's other services or for its products or for others, a statement that such advertising is neither approved nor endorsed by the United States Postal Service.

5.7. Each piece of Licensee's Advertising for Services licensed under this Agreement, or otherwise referencing such Services, that displays a USPS Trademark shall be

FOR DISPLAY ONLY

accompanied by an acknowledgement of USPS's ownership of that Trademark 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].

5.8. 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.

5.9. To ensure that prospective purchasers are not misled by any aspect of the advertising and method of sale used by Licensee to sell Licensee's Services, 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 USPS Trademarks.

5.10. Licensee shall not publish or distribute any advertising, promotional materials, product literature, or packaging for or concerning Licensee's Services until after it has received approval from USPS. USPS shall grant or withhold approval solely at its discretion.

## *6. Representations and Acknowledgments*

6.1. USPS represents that it is the sole owner of the Intellectual Property Rights in the Service Materials and the USPS Trademarks.

6.2. Licensee agrees and acknowledges that USPS is the sole owner of the Intellectual Property Rights in the Service Materials, including the NCOA$^{Link}$ Product, and any subsequent revisions thereof or improvements thereon.

## *7. Use Restrictions and Compliance Testing*

7.1. Licensee at all times shall comply with the terms and conditions of all other License Agreements which Licensee has entered into with USPS. Licensee will properly execute and maintain as current all licenses required to use the Service Materials in accordance with this License Agreement and will pay all fees required under this Agreement prior to using the Service Materials.

FOR DISPLAY ONLY

7.2. Prior to using the Service Materials to perform Services, the Licensee must:

7.2.1. Permit USPS to test the performance of Licensee's systems that use the Service Materials to ensure compliance with the Licensee Performance Requirements.

7.2.2. Receive written notification from USPS that USPS has completed its testing of Licensee's systems and approves Licensee's use of the Service Materials in its systems as tested.

7.3. USPS reserves the right to make any and all changes within the Service Materials as it deems necessary in the design, function, reporting requirements, or other components established within the Licensee Performance Requirements.

7.3.1. Licensee shall include all changes to the Service Materials in its use of the NCOA$^{Link}$ Product within sixty (60) calendar days of receipt. Only those changes tested and approved in writing by USPS shall be implemented by Licensee.

7.4. In the event Licensee modifies its systems for using the Service Materials for reasons unrelated to USPS change of the Service Materials, Licensee shall, under the direction of USPS, test the performance of Licensee's systems that use the Service Materials to ensure compliance with the Licensee Performance Requirements. Only those modifications tested and approved in writing by USPS shall be implemented by Licensee.

7.5. Licensee shall, under the direction of USPS, test the performance of Licensee's systems that use the Service Materials at least once during each Term of this Agreement to ensure compliance with the Licensee Performance Requirements. Only those systems tested and approved in writing by USPS shall be operated by Licensee.

7.6. In the event that USPS determines that Licensee's systems for using the Service Materials do not meet USPS Licensee Performance Requirements, Licensee must elect either to terminate this License Agreement, or remedy the inadequacies of its system and shall, under the direction of USPS, re-test the performance of Licensee's systems. USPS may consider failure of Licensee to meet the Licensee Performance Requirements after three consecutive tests to be a default under this Agreement.

7.7. USPS may conduct any of its tests remotely or at Licensee's Site(s). In the event that Licensee uses the Service Materials with more than one Platform at a Site, USPS shall conduct tests on all Platforms. Licensee shall be required to pay fees for tests as set forth in the License Fee Schedule.

FOR DISPLAY ONLY

***8. The Term of this Agreement***

8.1. The Term of this License Agreement shall commence on the date of execution of this License Agreement by all parties, and continue until the following September 30th, unless earlier terminated pursuant to Section 10.

8.2. Provided that Licensee has received no notice of suspension, default, or termination under this License Agreement or other License Agreement with USPS, Licensee may elect to extend the Term of this License Agreement for an additional one-year Term, commencing on October 1 of each year, by notifying USPS in writing (or email) no less than thirty (30) days prior to the expiration of this License Agreement.

***9. Payment***

9.1. In consideration for the Licensee to use the Service Materials, Licensee shall pay to USPS within ten (10) calendar days of the execution of this Agreement an annual License fee in the amount set forth in the License Fee Schedule. USPS may consider failure by Licensee to pay any fees due to USPS, including test fees, under this or other License Agreement with USPS as a default hereunder and reason for issuing a notice of suspension or termination.

9.2. In consideration for the use of the Service Materials after the expiration of the initial one-year Term of this License Agreement, in the event Licensee elects to renew the Term of the License Agreement as set forth above, Licensee shall pay to USPS, no later than thirty days prior to the expiration of the Term of the License Agreement the annual license fee in the amount set forth in the License Fee Schedule.

9.3. USPS shall have the right to modify any or all fees associated with this License Agreement after the end of the first one-year Term, and at the end of any or all subsequent one-year Terms, by informing Licensee of such price modification. USPS shall inform Licensee of price increases at least ninety (90) days prior to the effective date of the price increases.

9.4. Licensee may elect to terminate this License Agreement upon receipt of License Fee Schedule with price increases by providing USPS written notice within thirty (30) days after receipt of License Fee Schedule with price increases. Termination of this License Agreement by Licensee subsequent to receipt of License Fee Schedule with price increases shall not relieve Licensee of any obligations under this License Agreement until the cancellation effective date.

FOR DISPLAY ONLY

***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 except as provided in Section 10.2 below.

10.1.1. In the event that the termination effective date does not correspond with the expiration of the current Term of this License Agreement, USPS shall allow the continued use of the Service Materials through the termination date.

10.2. 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, or the Licensee Performance Requirements, or of any other License Agreement between USPS and Licensee, USPS may, solely 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 no greater than thirty (30) days to cure all defects to the satisfaction of USPS and avoid termination.

10.3. Upon receipt of any written notice of termination from USPS, Licensee shall immediately notify its customers of the termination date.

10.4. USPS shall incur no liability for any reason due to the termination of this Agreement or other License Agreements.

10.5. If the Licensee at any time during the Term of this License Agreement fails to comply with any of the terms or conditions of this License Agreement or any other License Agreement with USPS, USPS may, solely at its discretion, suspend Licensee's right to use the Service Materials or the USPS Trademarks by sending Licensee a notice of suspension. 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 Service Materials to Licensee, nor shall USPS be obligated to reimburse any fees for use of the Service Materials upon issuance of a notice of suspension or termination.

10.6. Upon expiration or termination of the Agreement, Licensee shall immediately:

10.6.1. Cease advertising and using the Service Materials;

10.6.2. Refund to customers any sums received for Services that Licensee has not yet provided.

FOR DISPLAY ONLY

10.6.3. Destroy and/or deliver to USPS the Service Materials along with all whole or partial copies thereof; and

10.6.4. Deliver to the USPS a notarized statement signed by an officer of Licensee confirming return and/or destruction of the items identified above.

10.7. Notwithstanding any such expiration or termination, Licensee shall remain obligated to abide by the confidentiality provisions of this Agreement.

10.8. No waiver by either party of a default or breach of this Agreement shall be deemed a waiver by such party of a subsequent default or breach 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 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.

***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 NCOA$^{Link}$ Product or the other Service 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 NCOA$^{Link}$ Product or the other Service 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 Service Materials. The foregoing 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. intellectual property rights arising out of Licensee's modification to or development of applications, materials, software or anything else for use with NCOA$^{Link}$ Product. In

FOR DISPLAY ONLY

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 Service Materials, by Licensee, or any employee, agent, or representative of Licensee.

***13. Confidentiality of the NCOA$^{Link}$ Product, Service Materials and Change of Address Information***

13.1. The NCOA$^{Link}$ Product and the other Service Materials are 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 NCOA$^{Link}$ Product or the other Service Materials except as the recipient of the license granted in this Agreement.

13.2. Licensee agrees to hold all information concerning NCOA$^{Link}$ Product and the other Service Materials in trust, to disclose said information only in accordance with the provisions of this Agreement, to take all reasonable steps (including as 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 NCOA$^{Link}$ Product and the other Service Materials 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:

13.3.1. to develop or use any NCOA$^{Link}$ Product, service, interface, Interface Product, or any related item or technology to compile or maintain a list or collection of names and addresses or addresses only of new movers or to create other products or data bases or collections of information concerning new movers, histories of address changes, lists or histories of residents, or other informational or data sources based upon information received from or through the NCOA$^{Link}$ Product for the purpose of renting, selling, transferring, disclosing, making available, or otherwise providing such information to an entity unrelated to Licensee;

FOR DISPLAY ONLY

13.3.2. use of information, data, software, systems, Updates, or the like obtained or derived from or based on or incorporating directly or indirectly the Service Materials, in whole or in part, for any purpose inconsistent with this Agreement, including but not limited to creating or maintaining any derivative products that incorporate data obtained, directly or indirectly, from the Service Materials, either in whole or in part other than as expressly agreed to herein;

13.3.3. to rent, sell, distribute, transfer, disclose, or otherwise provide to anyone or any entity ***anything whatsoever*** that has, contains, conveys, or uses both old and corresponding new address information or that can be used to link old and corresponding new address information, if any portion is obtained from or processed using the NCOA$^{Link}$ Product, except for Mailpieces received from and being returned to Licensee's customer together with the contemporaneous Update in the regular course of providing Services to Licensee's customers; and

13.3.4. using the Service Materials directly or indirectly to Update address information except as explicitly authorized by this Agreement. The scope of this Agreement does not include compiling or maintaining a list of USPS customers who have moved, or otherwise developing or creating know-how, trade secrets, products, services, or intelligence, derived from or based upon information received from or through the NCOA$^{Link}$ Product technology except as explicitly authorized by this Agreement.

13.4. Licensee agrees to provide security for all Service Materials and the NCOA$^{Link}$ Product. 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 NCOA$^{Link}$ 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,

FOR DISPLAY ONLY

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 NCOA$^{Link}$ Product, Licensee shall ensure that none of its employees or any other individual or entity disclose to any third party any address information obtained through use directly or indirectly of the NCOA$^{Link}$ Product.

13.6. Licensee agrees to control and restrict any access to address information in or from the NCOA$^{Link}$ Product to employees or other persons who need it to perform work for Licensee under this Agreement.

13.7. Due to the sensitive nature of the confidential and proprietary information contained in the Service Materials, Licensee acknowledges that unauthorized use and/or disclosure of Service 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 $10,000.00 or treble the total revenue Licensee obtained through its used of the Service Materials during the period of breach, 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 the NCOA$^{Link}$ Product or the Service 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 Licensee's use of the USPS Trademarks and Service Materials in compliance with the terms of this License Agreement, USPS, through its employees or agents, 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 NCOA$^{Link}$ Product, Interface Product or the Service Materials. In the event USPS determines that Licensee is not complying with any USPS requirements, USPS shall have

FOR DISPLAY ONLY

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, 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 Service 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 Service Materials and the USPS Trademarks by Licensee.

15.3. Books and records that relate to the use of the NCOA$^{Link}$ Product and Service Materials shall be retained in accordance with USPS's retention guidelines, but for no less than three (3) years after Licensee's final use or such performance under this Agreement. USPS or its designated agents or representatives 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***

All notices under this Agreement, except as set forth in the Licensee Performance Requirements for routine matters, shall be given in writing, and sent to the address of each party as 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 regulations and/or policies governing procurement of supplies and/or services 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.

FOR DISPLAY ONLY

***19. Applicable Law Compliance***

19.1. The NCOA$^{Link}$ Product, in particular, the address information contained therein, are governed by the provisions of 39 U.S.C. §412, which prohibits the disclosure of address lists. Accordingly, Licensee shall take all steps necessary to secure the NCOA$^{Link}$ Product in a manner that fully complies with Section 412. Licensee shall ensure that it does not use the NCOA$^{Link}$ Product for the purpose of creating or maintaining new mover mailing lists.

19.2. Licensee shall adopt all security measures identified within the Licensee Performance Requirements to detect cases where names and address records have been artificially generated and presented to the NCOA$^{Link}$ Product for the apparent purpose of creating a new mover mailing list or any other type of list of names or addresses.

19.3. The NCOA$^{Link}$ Product is a derivative of National Change of Address (NCOA). NCOA is a system of records as defined in subsection (a) (5) of the Privacy Act of 1974, 5 United States Code 552a (the "Act"), and is subject to the provisions of the Act, and 39 CFR 266-268. Licensee and Licensee's customers shall use the NCOA$^{Link}$ Product for the preparation of Deliverables that will be submitted to the United States Postal Service for delivery and in accordance with subsection (m) (i) of the Act, shall fully comply with the requirements of the Act while the information is in Licensee's custody. Included among these requirements are: (1) The prohibition against the disclosure or use of the information for any purpose other than to Update addresses on pre-existing address mailing lists; (2) Maintenance of an accurate accounting of all disclosures of the information in accordance with subsection (c) of the Act; and (3) Provision of rules of conduct and instruction for employees and institution of procedural and physical safeguards to ensure the security of the information in accordance with subsections (e) (9) and (e) (10) of the Act. Pursuant to subsection (m)(i) of the Act, Licensee and its employees are subject to the criminal penalties set out in subsection (i) (1) of the Act for any willful disclosure prohibited by the Act.

19.4. Licensee acknowledges that the export of the Service Materials 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

FOR DISPLAY ONLY

not export or re-export any Service Materials or direct products thereof in violation of such Export Laws.

***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 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 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). 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 transactions, 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.

FOR DISPLAY ONLY

22.2 Any change to the personnel, location, and/or software systems for activities involving or relating to the NCOA$^{Link}$ Product, Service 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*

Notwithstanding the expiration or termination of this Agreement, the obligation set forth in Sections 2, 9, 10, 13, 14, 15, 16, 18, 19, and 22 shall survive such expiration or termination.

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

FOR DISPLAY ONLY

**UNITED STATES POSTAL SERVICE®**

# NCOA^Link®^ MAIL PROCESSING EQUIPMENT DATA USER AGREEMENT

LICENSEE:

BY: <<COMPANY NAME>>

NAME: _____

TITLE: _____

DATE: _____

UNITED STATES POSTAL SERVICE:

BY: _____

NAME: James D. Wilson

TITLE: Director, Addressing & Geospatial Technology

DATE: _____

FOR DISPLAY ONLY

**UNITED STATES POSTAL SERVICE®**

# NCOA$^{Link}$® MAIL PROCESSING EQUIPMENT DATA USER AGREEMENT

## Exhibit A
## License Fee Schedule

### *I. Annual License Fees*

#### ***A. Initial Term (October 1 – September 30)***

| | |
|---|---|
| $8,750.00 | One Site NCOA$^{Link}$ only |
| $9,650.00 | One Site with ANK$^{Link}$ added |
| $8,750.00 | Each additional Site NCOA$^{Link}$ only |
| $9,650.00 | Each additional Site with ANK$^{Link}$ added |

#### ***B. Initial Term License Fee Pro-Ration Schedule for NCOA$^{Link}$ only***

USPS shall pro-rate the Initial Term License Fee if the Term commences after October 1. This pro-ration shall not apply to any Extension Term.

| License Executed Month of: | Fee Covers Period of: | Prorated Amount: |
|---|---|---|
| | | |
| October | November – September | $8,020.83 |
| November | December – September | 7,291.66 |
| December | January – September | 6,562.50 |
| January | February – September | 5,833.33 |
| February | March – September | 5,104.16 |
| March | April – September | 4,375.00 |
| April | May – September | 3,645.83 |
| May | June – September | 2,916.66 |
| June | July – September | 2,187.50 |
| July | August – September | 1,458.33 |
| August | September | 729.16 |
| September | October – September, new license year | 8,750.00 |

Initial license fees will be prorated based on the number of full months remaining in the license year.

FOR DISPLAY ONLY

### *C. Initial Term License Fee Pro-Ration Schedule for ANK$^{Link}$ Added*

USPS shall pro-rate the Initial Term License Fee if the Term commences after October 1. This pro-ration shall not apply to any Extension Term.

| License Executed Month of: | Fee Covers Period of: | Prorated Amount: |
|---|---|---|
| | | |
| October | November – September | $8,845.83 |
| November | December – September | 8,041.66 |
| December | January – September | 7,237.50 |
| January | February – September | 6,433.33 |
| February | March – September | 5,629.16 |
| March | April – September | 4,825.00 |
| April | May – September | 4,020.83 |
| May | June – September | 3,216.66 |
| June | July – September | 2,412.50 |
| July | August – September | 1,608.33 |
| August | September | 804.16 |
| September | October – September, new license year | 9,650.00 |

Initial license fees will be prorated based on the number of full months remaining in the license year.

## *II. Each One Year Extension Term (All Licensees)*

| | |
|---|---|
| $8,750.00 | One Site NCOA$^{Link}$ only |
| $9,650.00 | One Site NCOA$^{Link}$ with ANK$^{Link}$ |
| $8,750.00 | Each additional Site NCOA$^{Link}$ only |
| $9,650.00 | Each additional Site NCOA$^{Link}$ with ANK$^{Link}$ |

FOR DISPLAY ONLY

## *III. Annual License Fees (If producing an electronic COA file to be returned to the mail owner only)*

### *A. Initial Term (October 1 – September 30)*

| | |
|---|---|
| $17,500.00 | One Site NCOA$^{Link}$ only |
| $4,100.00 | One Site with ANK$^{Link}$ added |
| $8,750.00 | Each additional Site NCOA$^{Link}$ only |
| $1,875.00 | Each additional Site with ANK$^{Link}$ added |

### *B. Initial Term License Fee Pro-Ration Schedule for NCOA$^{Link}$ only*

USPS shall pro-rate the Initial Term License Fee if the Term commences after October 1. This pro-ration shall not apply to any Extension Term.

| License Executed Month of: | Fee Covers Period of: | Prorated Amount: |
|---|---|---|
| | | |
| October | November – September | $16,041.67 |
| November | December – September | 14,583.34 |
| December | January – September | 13,125.00 |
| January | February – September | 11,666.67 |
| February | March – September | 10,208.34 |
| March | April – September | 8,750.00 |
| April | May – September | 7,291.67 |
| May | June – September | 5,833.34 |
| June | July – September | 4,375.00 |
| July | August – September | 2,916.67 |
| August | September | 1,458.34 |
| September | October – September, new license year | 17,500.00 |

Initial license fees will be prorated based on the number of full months remaining in the license year.

FOR DISPLAY ONLY

### ***C. Initial Term License Fee Pro-Ration Schedule for ANK$^{Link}$ Added***

USPS shall pro-rate the Initial Term License Fee if the Term commences after October 1. This pro-ration shall not apply to any Extension Term.

| License Executed Month of: | Fee Covers Period of: | Prorated Amount: |
|---|---|---|
| | | |
| October | November – September | $3,758.33 |
| November | December – September | 3,416.66 |
| December | January – September | 3,075.00 |
| January | February – September | 2,733.33 |
| February | March – September | 2,391.66 |
| March | April – September | 2,050.00 |
| April | May – September | 1,708.33 |
| May | June – September | 1,366.66 |
| June | July – September | 1,025.00 |
| July | August – September | 683.33 |
| August | September | 341.66 |
| September | October – September, new license year | 4,100.00 |

Initial license fees will be prorated based on the number of full months remaining in the license year.

## ***IV. Each One Year Extension Term (All Licensees)***

| | |
|---|---|
| $17,500.00 | One Site NCOA$^{Link}$ only |
| $21,600.00 | One Site NCOA$^{Link}$ with ANK$^{Link}$ |
| $ 8,750.00 | Each additional Site NCOA$^{Link}$ only |
| $10,625.00 | Each additional Site NCOA$^{Link}$ with ANK$^{Link}$ |

FOR DISPLAY ONLY

## ***V. USPS Testing and Audit Fees***

| | |
|---|---|
| $ 0 | a. One USPS test prior to use at each Site |
| $ 0 | b. One USPS test or audit at each Site during each One Year Extension Term |
| $ 0 | c. One USPS test at each Site for each USPS modification of the Service Materials during any Term |
| $ 1,175.00 | Each USPS test, re-test or audit in addition to a, b, or c, above, at each Site during any Term of the License Agreement |
| $ 1,175.00 | Each USPS test or re-test for Licensee-initiated modifications |
| $ 1,175.00 | Additional Platforms. In the event Licensee operates more than one Platform at a Site, the fee for each USPS test, re-test or audit for any reason shall be $1,175.00. |

Licensee must pay all test fees to USPS within ten (10) days after notification from USPS.

***The Fees shown on this License Fee Schedule are subject to modification by USPS after the Initial Term of this License Agreement.***

FOR DISPLAY ONLY