UNITED STATES POSTAL SERVICE®

NCOA^{Link}® MAIL PROCESSING EQUIPMENT

SOFTWARE INTERFACE DEVELOPER LICENSE AGREEMENT

THIS AGREEMENT LICENSES THE DEVELOPMENT OF SOFTWARE INTERFACES FOR THE NCOA^{Link} Mail Processing Equipment and is effective the ____ day of_____, _____, by and between:

(Developer)_____,

a_____, having its principal place of business at:

(Address)_____

(City)_____ (State)_____ (ZIP + 4) _____-_____,

and the United States Postal Service (USPS), with offices at National Customer Support Center (NCSC), NCOA^{Link} Licensing Department, 225 N Humphreys Blvd, Ste 501, Memphis TN 38188-1001.

LICENSE AGREEMENT Number: 671440-07-NCOA-_____

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

Introduction

- USPS has created a highly encrypted, confidential, and proprietary system for updating mailing addresses, which is referred to herein as the "NCOA^{Link} Product" and is further defined below.

- USPS has decided to offer the "NCOA^{Link} Product" commercially for the purpose of facilitating the mailing industry's use of updated address information.

- Developer wishes to acquire a nonexclusive license ***solely*** for the purpose of developing one or more Mail Processing Equipment (MPE) interfaces for use with the NCOA^{Link} Product.

- MPE interfaces will be developed to facilitate the use of the NCOA^{Link} Product by commercial systems to update addressee information on prepared mailpieces for processing and delivery by USPS.

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- This license does ***not*** grant the right to use, sell, reproduce, display, perform, or distribute any interfaces; to obtain those rights, Developer must apply for, be accepted for, and enter into a separate license selected from one or more of the license categories that will be available for interfaces.

1. Definitions

1.1. **"Field of Use"** means use in the mailing industry for prepared deliverables (mailpieces), including letters, flats, postcards, packages, advertisements, magazines, books, and any other item delivered by USPS, for acceptance, handling, and delivery by USPS; the "Field of Use" excludes use in the preparation of addresses, address lists, and other types of lists, envelopes, boxes, packaging, leaflets, advertising, deliverables, or communications for any other purpose.

1.2. **"Interface"** means one or more MPE interfaces, each of which directly or indirectly uses the Licensed Materials or complies with the Software and Hardware Performance Requirements and/or Software Developer's Guide, and/or was developed in an attempt or with the intent of complying with the Software and Hardware Performance Requirements and/or Software Developer's Guide.

1.3. The **"Licensed Materials"** consist of only:

1.3.1. The files that USPS provides to Developer for the purpose of testing the MPE Interface that have the functions of and the attributes of NCOA^{Link} Product (defined below) files.

1.3.2. The materials, know-how, source and/or object code, and technical information that USPS provides to Developer in written or oral form for use in connection with developing MPE Interfaces for the NCOA^{Link} Product under this Agreement, including the Software and Hardware Performance Requirements and Software Developer's Guide (both of which are defined below).

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1.3.3. 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 and Licensed Materials that are provided to Developer by USPS in connection with developing a MPE Interface for the NCOA^{Link} Product.

1.4. **"NCOA^{Link} Product"** means the highly encrypted, confidential, and proprietary system developed by the USPS to be provided for use in Updating US mailing address information.

1.5. **"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.

1.6. **"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.

1.7. **"Platform"** means the individual operating systems for which Licensee developed, under the Developer's Agreement, separate, individual MPE Interfaces, each of which can run only on one Platform.

1.8. **"Software Developer's Guide"** or **"SDG"** refers to the most current copy of the Software Developer's Guide provided or made available to Developer by USPS, which shall be updated from time to time and is incorporated herein by reference.

1.9. **"Software and Hardware Performance Requirements"** refers to the most current copy of the Software and Hardware Performance Requirements, as updated from time to time,

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which is incorporated herein by reference and which will be displayed by USPS upon its designated web site; under no circumstance shall USPS be responsible for Developer's failure to possess the most current copy of the Software and Hardware Performance Requirements.

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

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

1.12. **"User"** means an entity that USPS has certified and licensed to use the NCOA^{Link} Product with Mail Processing Equipment to Update US address information on Mailpieces.

2. Scope and Purpose

2.1 The sole purpose of this Agreement is limited to licensing Developer to prepare, using the Licensed Materials, the MPE Interface for use with the NCOA^{Link} Product in the Field of Use on equipment that processes and updates Mailpieces in compliance with the Software and Hardware Performance Requirements and Software Developer's Guide.

2.2 The scope of this Agreement does not permit any use of:

information, data, software, code, systems, Updates, or the like obtained or derived from or based on or incorporating directly or indirectly, in whole or in part, the Licensed Materials, including but not limited to the NCOA^{Link} Product,

to create or maintain *anything* (other than the Interface licensed herein) that incorporates in whole or in part directly or indirectly the Licensed Materials, in particular the NCOA^{Link} Product. The scope of this Agreement does not include, directly or indirectly, renting, selling, distributing, transferring, disclosing, accessing, or otherwise providing to others ***anything whatsoever***.

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2.3 Except as explicitly authorized by this Agreement or by USPS in writing for testing the MPE Interface being developed under this Agreement, the scope of this Agreement does not include using the Interface directly or indirectly to Update the NCOA^{Link} Product address information nor using any address processed using the NCOA^{Link} Product to Update any other Mailpiece address or record that contains address information.

2.4 The scope of this Agreement does not include any right to develop or use the NCOA^{Link} Product, the MPE Interface, or any related technology to artificially compile or maintain or create ***for any purpose whatsoever*** other products or data bases or collections of information including, but not limited to, mail list processing, lists of new movers, lists or a history of address changes, lists or a history of residents, lists or an address history, and informational or data sources.

2.5 The scope of this Agreement does not include any express or implied right to use, display, reproduce, distribute, outsource, sublicense, disassemble or reverse engineer, or compile data from or using the NCOA^{Link} Product except as necessary to develop and test Interfaces in accordance with this Agreement.

2.6 The scope of this Agreement does not include any express or implied right to export the Licensed Materials out of the Territory.

2.7 The scope of this Agreement does not include any right to use the Licensed Materials to conduct any research, experiments, evaluations, comparisons, inventive endeavors, except strictly as necessary to prepare Interfaces licensed in this Agreement.

2.8 The scope of this Agreement does not include any right

to improve, correct, enhance, modify, alter, reconfigure, change, or prepare derivatives or variations of the NCOA^{Link} Product or Licensed Materials, or any portion thereof directly or indirectly; or

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to reduce to practice any concepts, ideas, or thoughts related to the NCOA^{Link} Product or Licensed Materials, or any portion thereof,

(collectively referred to herein as "Improvements") except strictly as necessary to prepare MPE Interfaces in accordance with this Agreement. [Nonetheless, USPS is willing to consider separately licensing Developer non-exclusively to pursue the foregoing activities and encourages Developer to contact USPS if it is interested.]

3. The USPS Grant

3.1. So long as exercised strictly in accordance with the terms and conditions set forth in this Agreement and limited to the Scope and Purpose set forth above, USPS grants to Developer for the Term of this Agreement, until terminated or suspended as set forth below, a non-exclusive, non-transferable, revocable license in the Territory to prepare, using the Licensed Materials, one or more Interfaces, each of which must function on only one Platform, for use with the NCOA^{Link} Product in the Field of Use to Update Mailpieces in compliance with the Software and Hardware Performance Requirements and the Software Developer's Guide.

3.2. The License includes the right to make copies of the Licensed Materials only as specifically authorized and provided for in this Agreement and in the License Materials and only to the extent necessary to develop and test the MPE Interface(s).

4. Developer

4.1. Developer agrees to use the Licensed Materials only in the Territory during the Term of this Agreement, unless terminated or suspended as set forth below, and only to prepare one or more Interfaces, each of which will function with only one Platform, for use with the NCOA^{Link} Product in the Field of Use on equipment used to Update Mailpieces in compliance with the Software and Hardware Performance Requirements and the Software Developer's Guide.

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4.2. Developer acknowledges its obligation to and agrees to use the Licensed Materials and any Interface it develops only within the Scope and Purpose set forth above.

4.3. Developer agrees and acknowledges that if Developer makes any Improvements, then such Improvements shall be made on behalf of USPS, who shall own all right, title, and interest in such Improvements and to whom Developer hereby assigns all right, title, and interest; if the foregoing is ineffective to convey all right, title, and interest to USPS, then Developer agrees that it is assigning to USPS all right, title, and interest to USPS upon the making of such Improvement and agrees to execute an assignment as soon as possible thereafter; further, Developer agrees to cooperatively execute any other documents needed to memorialize the foregoing and/or to record it in the records of the US Patent and Trademark Office or other government organizations.

5. USPS's Intellectual Property Rights and Developer's Limited Advertising Rights

5.1. USPS represents, and Developer agrees and acknowledges, that USPS owns all right, title and interest in the intellectual property rights and any other rights in the NCOA^{Link} Product and other Licensed Materials in their present and future forms.

5.2. Developer agrees and acknowledges that the Licensed Materials are confidential, proprietary property of USPS.

5.3. Developer agrees and acknowledges that USPS owns all right, title, and interest in the trademark "NCOA^{Link}" (herein the "Mark" or "Trademark"), as well as in the other trademarks identified as such in the Licensed Materials; and that it shall not use this Trademark or other USPS trademarks except with the permission of the USPS and with the approval of USPS for each proposed use well prior to engaging in such use publicly.

5.3.1. Developer agrees to use the Mark only to refer to services or products originating with the USPS.

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5.3.2. Developer shall not advertise or promote or even imply that it is developing and/or will be marketing services or products *certified or authorized* by the USPS for use with NCOA^{Link} Product. Developer may disclose ***only*** that it has "***applied***" to become a "certified MPE Interface Developer" for the "United States Postal Service's NCOA^{Link}" service (or product or system).

6. Certification and Changes to Licensed Materials

6.1. The Interface developed under this Agreement must adhere to the requirements set forth in the Software Developer Guide (SDG) and the Software and Hardware Performance Requirements, defined above and incorporated herein.

6.2. Prior to using its Interface anywhere other than Developer's development site, Developer must:

6.2.1. permit USPS to test the performance of the Interface to ensure compliance with the SDG and the Software and Hardware Performance Requirements. USPS may conduct this test remotely. In addition, USPS may request that Developer submit the Interface to USPS for testing; and

6.2.2. receive written notification from USPS that USPS has completed its testing of the Interface and approves Developer's use of the Interface.

6.3. Except strictly as needed for development and testing, Developer shall not use the Interface either before or after it is tested and approved in writing by USPS, until it enters into the appropriate agreement with USPS for such use.

6.4. 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 Software and Hardware Performance Requirements or the SDG, as defined above and incorporated herein.

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6.5. Developer must modify its Interface within thirty (30) days of receipt of USPS changes to the Licensed Materials, or such other periods of time as required by USPS.

6.6. Prior to using the modified Interface other than in Developer's development site, Developer shall satisfy the USPS testing requirements as set forth in 6.2.1-6.2.2, above, and pay fees to USPS as may be required in accordance with the Annual License Fee Schedule attached hereto as Exhibit A.

6.7. In the event Developer modifies the Interface for reasons unrelated to USPS change of Licensed Materials, Developer shall satisfy the USPS testing requirements set forth in 6.2.1-6.2.2, above, and pay fees to USPS as shown in the Annual License Fee Schedule attached hereto as Exhibit A.

6.8. Developer shall permit USPS to test the performance of the Interface at least once during each term of this Agreement to ensure compliance with the SDG and the Software and Hardware Performance Requirements. Developer shall satisfy the USPS testing requirement set forth in 6.2.1-6.2.2, above, and pay fees to USPS as may be required in accordance with the Annual License Fee Schedule attached hereto as Exhibit A.

7. Term of License Agreement

7.1. The term of this License Agreement shall commence on the date of execution of this License Agreement by all parties, and continue until the next September 30th, unless earlier terminated pursuant to Section 9, below.

7.2. Provided that Developer has received no notice of suspension or default under this License Agreement, Developer 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.

7.3. The term of the License agreement, as extended on an annual basis, shall not exceed ten (10) years.

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8. Testing Fees

8.1. USPS shall have the right to modify the testing fees to increase the requirements to such amount as it deems within its discretion appropriate by informing Developer of such price modification. USPS shall inform Developer of price increases at least ninety (90) days prior to their effective date.

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

9. Termination and Suspension

9.1. 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.

9.2. In the event Developer cancels this License Agreement, USPS will retain all testing fees paid to USPS under this License Agreement.

9.3. If USPS determines that Developer at any time during the term of this License Agreement fails to comply with or fulfill any of the terms or conditions hereof, USPS may, at its discretion, terminate this License Agreement by sending Developer a notice of termination. The notice shall state the reasons for the termination and shall provide Developer with a period of thirty (30) days to cure all defects and avoid termination.

9.4. USPS shall incur no liability for any reason due to the termination of this Agreement.

9.5. Solely at the discretion of the USPS, USPS may, as an interim measure in lieu of termination, suspend Developer's rights under this Agreement if USPS determines that Developer at any time during the term of this License Agreement fails to comply with or

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fulfill any of the terms or conditions hereof. The Suspension shall be effective in accordance with the reasons and terms USPS communicates to Developer. Upon receiving notification of the suspension, Developer shall cease the activities specified by USPS. Developer will have no right to resume such activities until Developer takes the necessary actions to resolve the reasons for the suspension to the satisfaction of the USPS, which shall be communicated in writing.

9.6. Upon expiration or termination of the Agreement, Developer agrees to:

9.6.1. cease all development, testing, or other use of the Interface, the NCOA^{Link} Product, and other Licensed Material;

9.6.2. destroy and/or deliver to USPS the NCOA^{Link} Product, and all other Licensed Materials along with all whole or partial copies of the foregoing; and

9.6.3. deliver to the USPS a notarized statement signed by an officer of Developer confirming return and/or destruction of the items identified above.

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

9.7. No waiver by either party of a breach or a default of this Agreement shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature.

9.8. Resort by USPS to any remedies referred to in this License Agreement or arising by reason of a breach of this Agreement by Developer shall not be construed as a waiver by USPS of its right to resort to any and all other legal and equitable remedies available to USPS.

10. 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 NCOA^{Link}, 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

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damages. USPS shall not be liable for any design, performance or other fault or inadequacy of NCOA^{Link}, or for damages of any kind arising out of or in any way related to or connected with such fault or inadequacy.

11. Indemnity

11.1. USPS agrees to hold harmless, defend and indemnify Developer for infringement of any U.S. intellectual property rights in the Licensed Material. The foregoing obligation shall not apply unless (1) USPS shall have been informed within ten [10] calendar days from when Developer learned of the suit or action alleging such infringement and (2) USPS shall have been given the opportunity to assume complete and sole control of the defense against the claim of infringement, with the assistance of Developer, each at its own expense.

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

12. Confidentiality of the NCOA^{Link} Product, Change Of Address Information, And Other Licensed Materials

12.1. NCOA^{Link} Product and other Licensed Materials are the confidential and proprietary to USPS and shall remain the property of USPS. Nothing contained in this Agreement

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shall give Developer any right, title, or interest in or to the NCOA^{Link} Product except as the recipient of the license granted in this Agreement.

12.2. Developer agrees to hold all information concerning NCOA^{Link} Product confidential, to disclose said information only in accordance with the provisions of this Agreement, to take all reasonable steps (including at a minimum, but not limited to, those steps necessary to comply with Sections 12.4 and 18 of this Agreement) to safeguard the confidentiality of NCOA^{Link}, the NCOA^{Link} Product and other Licensed Materials, and any or all parts thereof, and to prevent unauthorized disclosure thereof by Developer's employees, agents, representatives, and customers.

12.3. Unauthorized disclosure includes using NCOA^{Link} and/or Licensed Materials for artificially creating or maintaining new movers lists, providing NCOA^{Link} 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 NCOA^{Link} and/or the provided source code that is not specifically authorized by this Agreement.

12.4. Developer agrees to provide security for all Licensed Materials. At all times, Developer 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} and to ensure a secure environment for maintaining that hardware, software, and data, (b) personnel and management policies sufficient to provide reasonable assurance of the trustworthiness and competence of its employees and the satisfactory performance of their duties and in accordance with all applicable laws, rules and regulations, and (c) appropriate computer and network security controls, including the use of reasonable security procedures which are sufficient to ensure that documents, notices and other information specified in this Agreement that are electronically created, communicated, processed, stored, retained, or retrieved are authentic, accurate, reliable, complete, and confidential, and that business records and data are protected from improper access.

12.5. To ensure the confidentiality of address information in the NCOA^{Link} Product, Developer shall ensure that none of its employees or any other individual or entity disclose to any

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third party any address information obtained through use directly or indirectly of the NCOA^{Link} Product.

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

12.7. Due to the sensitive nature of the confidential and proprietary information contained in the Licensed Materials, Developer acknowledges that unauthorized use and/or disclosure of Licensed Materials will irreparably harm USPS's right to control its intellectual property. Accordingly, Developer (a) agrees to reimburse USPS for any authorized use and/or disclosure in the amount of $10,0000 or treble the total revenue Developer obtained through its use of the Licensed Materials, whichever amount is greater, and (b) consents to such injunctive, equitable, or other monetary relief as a court of competent jurisdiction may deem proper.

13. Proprietary Notice

Any copies of NCOA^{Link} Product or Licensed Materials produced by Developer shall have a notice identifying the same as the confidential and proprietary property of USPS.

14. Audit and Inspection Rights

To the extent reasonably necessary to ensure Developer's use of the Licensed Materials in compliance with the terms of this License Agreement, USPS, through its employees or agents and at its own expense, may inspect and audit the systems, premises, operations, books, and records of Developer either with or without notice to Developer during the term of this Agreement and for a period of three (3) years after termination of this Agreement. Developer shall provide USPS or its agents' access during normal business hours to the systems, premises, operations, books, and records that relate to Developer's use of the Licensed Materials. Books and records that relate to Licensed Materials shall be retained in accordance with USPS's retention guidelines, but for no less than three (3) years from such performance or

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use. Notwithstanding the foregoing, USPS may inspect, at any time, Developer's use of the Licensed Materials and the NCOA^{Link} Product on Developer's web site.

15. No Partnership or Joint Venture

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

16. Notices

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.

17. 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 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.

18. Applicable Law Compliance

18.1. The Licensed Materials, in particular, the address information contained therein, are governed by the provisions of 39 USC 412, which prohibits the disclosure of lists of names or addresses. Accordingly, Developer shall take all steps necessary to secure the Licensed Materials in a manner that fully complies with Section 412. Developer shall ensure that it does not use the Licensed Materials for the purpose of creating or maintaining new mover mailing lists.

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18.2. Developer shall adopt all security measures identified within the Software and Hardware 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.

18.3. NCOA^{Link} Product is a derivative of USPS's 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. Developer and Developer's customers shall use NCOA^{Link} for the preparation of mail that will be submitted to the United States Postal Service for acceptance and 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 Developer'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 Mailpieces containing a specific occupant name and address; (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, Developer 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.

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

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19. 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.

20. Entire Agreement

This Agreement constitutes the entire Agreement between USPS and Developer 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 Developer.

21. Non-Transferable

This License shall not be transferable, in whole or in part, by operation of law or otherwise. The rights and obligations of Developer shall be terminated immediately in the event of the death of Developer (if an individual) or, dissolution, merger, buy-out, or transfer (of any kind) of the assets of Developer (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 Developer of any interest in this Agreement to another party, any voluntary, involuntary, direct or indirect assignment, sale or other transfer by Developer 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 Developer through a single transaction or series of transactions, or reduction of more than thirty percent (30%) in ownership interests of the owners of Developer through a single transaction or series of transaction, whether effected directly or indirectly through or by (a) any transfer of the capital stock or other ownership interests in Developer or its owners, or (b) merger, consolidation or issuance of additional shares in Developer of its owners, or (c) otherwise in a transaction affecting ownership in the Developer or the rights of Developer to and under this Agreement.

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22. Changes to Information

Any change to the personnel, location, and/or software systems for activities involving or relating to the NCOA^{Link} Product must be reported to the USPS immediately.

23. Survival Obligations

Notwithstanding the expiration or termination of this Agreement, the obligation set forth in Sections 2, 8, 9, 12, 13, 14, 15, 17, 18, and 21 shall survive such expiration or termination.

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

DEVELOPER: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

UNITED STATES POSTAL SERVICE:

BY: _____

NAME: Audrey K. Conley

TITLE: Contracting Officer's Representative

DATE: _____

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Exhibit A

License Fee Schedule

Annual License Fees

$5,600.00	Initial Term
$1,100.00	Each One Year Extension Term

USPS Testing and Audit Fees for One Interface for One Platform

$ 0	a. First USPS test prior to use b. First USPS test or audit during each term of the Agreement after the first term c. First USPS test for each USPS modification of Licensed Materials
$1,100.00	Each USPS test, re-test or audit after a, b, or c, above

USPS Testing and Audit Fees for Each Additional Interface for Each Platform

$1,100.00	a. Each USPS test or re-test prior to use
$1,100.00	b. Each USPS test or re-test or audit during each term of the Agreement
$1,100.00	c. Each USPS test or re-test for each USPS modification of Licensed Materials

Each Developer-Initiated Interface Modification for Each Platform

$1,100.00	Each USPS test or re-test for Developer-initiated Interface modifications

The Fees set forth above are subject to modification by USPS after the first term of this License Agreement.

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