

USPS License Terms for use of the USPS Data

(Last modified July 10, 2020)

The following terms apply solely to your use of the United States Postal Service (“USPS”) data that is provided under license to you from the licensor from which you receive the USPS data (“Licensor”). Absent a signed Agreement, your use of the USPS Data constitutes acceptance of the terms set forth herein. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

- a) The delivery point validation (the “DPV® Product”), LACSLink® and SuiteLink® and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the “USPS Data”) are confidential and proprietary to the USPS and shall remain the property of USPS. You shall maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.
- b) You are prohibited from: (i) modifying, improving, correcting, or enhancing the USPS Data in any way; (ii) combining the USPS Data, or any portion thereof, with other information, data, software or the like to create any derivative product of the USPS Data; or (iii) make or reduce to practice any invention, idea or concept, whether patentable or not, on or relating to the USPS Data or any portion thereof without the prior written approval of USPS.
- c) You shall not: (i) use the USPS Data or any of its technology to compile a list of delivery points not already in your possession or to otherwise create a mailing list or portion thereof; (ii) rent, sell, distribute or otherwise provide any of your proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the USPS Data; or (iii) in addition to the foregoing, use SuiteLink for any purposes other than for improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other item that will be delivered by USPS.
- d) You are not permitted to export the USPS Data outside the United States or its territories.
- e) You agree and acknowledge that USPS retains all right, title and interest in the USPS Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.
- f) The USPS shall be a third-party beneficiary with respect to the license to the USPS Data granted hereunder and thereby shall have the right to directly enforce against you the restrictions with respect to the USPS Data set out herein.
- g) NEITHER LICENSOR NOR THE USPS SHALL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE USPS DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.
- h) To satisfy USPS requirements THE DPV PRODUCT SHALL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS LICENSE. Licensor shall document all disabling devices to you. In the event you encounter the “Stop DPV Processing” function, you shall contact Licensor in order to restore DPV processing capability. Licensor shall immediately notify USPS of your name and address. At the sole discretion of the USPS, Licensor may not have the right to restore your DPV processing capability.
- i) Notwithstanding any provision set out in the Agreement regarding any limitation of liability, you shall

promptly reimburse Licensor to the full amount of any damages or other claims that Licensor is required to pay, and shall otherwise hold Licensor harmless from demands, costs and damages paid to third parties, which are a result of your failure to comply with any of the obligations set out in these provisions.

j) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the USPS Data is not licensed on a perpetual basis and may only be licensed for the limited term set out in the applicable order. You may elect to renew your term license to the USPS Data to the extent Licensor continues to offer a license to the USPS Data, for an additional term upon payment of the applicable renewal fees. Licensor shall have the right to terminate your license to the USPS Data if (i) the USPS cancels Licensor's or its licensors' right to distribute the USPS Data, (ii) you are in breach of any of the foregoing provisions; or (iii) the Agreement or applicable order is terminated.