

ACKNOWLEDGEMENT OF USPS® DPV™, LACS^{Link}™ SUITE^{Link}™ TERMS

This document serves as an amendment to the Software License and Maintenance Agreement (“Agreement”) between Pitney Bowes Inc. (“Company”) and _____ (End-User) and sets forth additional terms required by the United States Postal Service® (“USPS”) regarding End-User’s use of United States Postal Service Products known as “DPV,” “LACS^{Link},” and “SUITE^{Link},” collectively referred to as Product(s) or Licensed Material(s) which may be supplied through Company in the products of AddressVision Inc. (AVI), RAF Technology Inc. (RAF), or other third parties (collectively Third Party Providers).

End-User agrees to use the Products only according to the terms set forth in this Agreement. In the event of conflict between the terms of this Agreement and the Software License and Maintenance Agreement, this Agreement shall override.

1. For purposes of this Agreement:

- a. DPV means the USPS confidential and proprietary technology Product designed to help mailers validate the accuracy of address data, right down to the physical delivery point. The DPV process cannot assign a ZIP + 4® Code nor will it respond to a non-ZIP + 4® coded address.
- b. LACS^{Link} means the USPS confidential and proprietary technology product designed to identify conversions of existing addresses and to provide the updated address representation for that delivery point, which includes but is not limited to the LACS^{Link} Product, the interface and the Licensed Materials, and
 - i. Any materials, know-how, computer code, and technical information that USPS or other Third Party provides in written or oral form for use in connection with the Products; and
 - ii. All whole or partial copies on any media, adaptations, improvements, modifications, translations, derivative works, compilations, partial copies within modification, including merges with other materials from whatever source and updated works based on the foregoing that are provided using the Products or are created by a Third Party in accordance with this Agreement.
- c. SUITE^{Link} means the USPS confidential and proprietary technology product for improving delivery addresses in multi-occupation buildings by providing information concerning those addresses in response to inquiries as to whether a suite number and/or other secondary address information is available. The Suite^{Link} CASS Enhancement System includes the full system and its components, which includes but is not limited to the Suite^{Link} Product, the CASS Certified interface and the Licensed Materials.

2. End-User understands that the Licensed Materials have been incorporated into products sold to End-User and that the Company receives the Licensed Materials from a Third Party Provider (“USPS Licensee”); the USPS Licensee who provides the DPV and LACS^{Link} Product provides it through a nonexclusive, revocable, royalty-free special licensing with USPS. The Licensed Materials, in order to protect USPS, are confidential, proprietary, intellectual property of the USPS and compliance with restrictions is covered under Title 39 of the United States Code.
3. End-User acknowledges that the address information contained within the Licensed Material is subject to 39 USC § 412. End-User shall take all steps necessary to secure the Licensed Material in a manner that fully complies with Section 412 constraints prohibiting the disclosure of address lists.
4. End-User acknowledges that the DPV, LACS^{Link} and SUITE^{Link} Products and subsequent revision thereof are confidential and the proprietary property of the USPS. End-User further acknowledges that the USPS represents that it is the sole owner of copyrights, USPS marks and other proprietary rights in the DPV, LACS^{Link} and SUITE^{Link} Products, that nothing contained in this Agreement shall give End-User any right, title or interest in or to Licensed Materials, except as an End-User under the terms of this Agreement, and that the Products shall remain the property of USPS.
5. End-User understands that Licensed Material data expire after 105 days from the release date of the Licensed Material. The End-User also understands that after the Licensed Material has aged more than 105 days from the release date, some mechanisms within the Products supplied will stop working and produce an error code until the Products are updated. Monthly updates more than 60 days old shall be destroyed using common practice for disposal of sensitive materials. Examples of acceptable methods of destruction include shredding, punching, incinerating or breaking the CDs/DVDs.

6. End-User shall not use, and will not permit any of its employees, former employees, agents, representatives and customers use the DPV, LACS^{Link} and SUITE^{Link} Product(s) technology to artificially compile or maintain a list of addresses not already in End-User's possession or to create other derivative products based upon information received from or through the DPV, LACS^{Link} and SUITE^{Link} Product(s) technology.
7. No proprietary End-User address list(s) or service products or other system of records that contain(s) addresses and/or address attributes updated through Licensed Material processing shall be rented, sold, distributed or otherwise provided in whole or in part to any third party for any purpose containing addresses derived from Licensed Material processing. End-User may not use the Licensed Materials technology to artificially generate address records or to create mailing lists.
8. 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 any part of the above named Products or Systems, to create or maintain anything that incorporates in whole or in part directly or indirectly the Licensed Materials, other than the CASS Certified Interfaces. The scope of this Agreement also does not include any right to use the Licensed Materials to conduct any research, experiments, evaluations, comparisons or inventive endeavors.
9. DPV, and LACS^{Link} processing requires End-User to have access to address information that appear on mailpieces. To ensure the confidentiality of this address information, no employee, former employee, agent, representative or customer of End-User may, at any time, disclose to any third party any address information obtained in the performance of this agreement. End-User agrees to control and restrict access to address information to persons who need it to perform work under this agreement and prohibit the unauthorized reproduction of this information. Due to the sensitive nature of the confidential and proprietary information contained in the Product, End-User acknowledges that unauthorized use and/or disclosure of the Product will irreparably harm the USPS' intellectual property.
10. End-User shall be strictly limited to using the LACSLink Interface as a component of the Third Party Product. End-User shall also be strictly limited to using the CASS Certified Interface only as a component of the Third Party Product and shall be strictly limited to using the Suite^{Link} Product only in conjunction with Third Party Product.
11. THIRD PARTY PROVIDER AND USPS SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE PRODUCT WHICH IS PROVIDED "AS IS", OR FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY OF THE PRODUCT. THIRD PARTY PROVIDER AND USPS DISCLAIMS THE EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE OR OTHERWISE.
12. Third Party Provider agrees, and has agreed, to hold harmless, defend and indemnify End-User for infringement of any U.S. copyright, trademark, or service mark in the Product provided to End-User under this Agreement. The foregoing obligation shall not apply unless Third Party Provider has been informed within five (5) calendar days by End-User 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. In addition, End-User agrees to hold harmless, defend and indemnify Third Party Provider and USPS 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 End-User's performance under or related to this Agreement, 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 Product, including data derived from the Product, by End-User, or any employee, agent, or representative of End-User.
13. USPS or its designated representatives, on an announced or unannounced basis, shall have the right to visit and examine End-User's sites. USPS or its designated representative shall have the right to examine, on or off End-User's premises, End-User's computer systems, processing files, documents, administrative records, and other materials to ensure End-User's compliance with the provisions of this Agreement. 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 End-User involving transactions related to this Agreement.
14. End-User acknowledges that the USPS reserves the right to require Third Party Provider to suspend any End-User's ability to perform DPV, LACS^{Link} and SUITE^{Link} processing. Third Party Provider will not be liable or responsible for any decision the USPS makes in canceling End-User's DPV, LACS^{Link} and SUITE^{Link} processing, including, but not limited to, arbitrating the cancellation decision on behalf of the End-User. In the event the USPS suspends End-User's DPV, LACS^{Link} and SUITE^{Link} processing, (i) End-User shall not be entitled to any refund or credit from

Company; and, (ii) Company will discontinue shipping Product directories to End-User. Continuing use of the Licensed Material requires compliance with all terms of this Agreement.

15. End-User shall not export the DPV, LACS^{Link} and SUITE^{Link} Product outside of the United States or its territories.
16. End-User shall be required to fulfill the following stop processing requirement for DPV, and LACS^{Link}:
 - a. Section 7.0 of the DPV Licensee Performance Requirements, which is located on the USPS RIBBS website (www.ribbs.usps.gov), describes the requirements for handling false positive records. Section 7.5 describes the MASSTM Processing on MLOCR Equipment method of logging false positives. The document further describes a layout of file records that are to be used for logging false positives. The documents and sections referred to may be updated or changed by the USPS at their sole discretion.
 - b. The LACS^{Link} End-User Licensee Performance Requirements follow the same process as described in Section 7.0 of the DPV Licensee Performance Requirements, which is located on the USPS RIBBS website. The DPV document describes the requirements for handling false positive records. Section 7.5 describes the MASSTM Processing on MLOCR Equipment method of logging false positives. The document further describes a layout of file records that are to be used for logging false positives.
 - c. For each false positive result of a DPV query the Third Party Provider DPV Product will continue processing and the End-User will log the mail piece name and address that resulted in the False Positive, into two files named: **drsdpvfp.txt** and **drsdpvfp.dat**. The file **drsdpvfp.txt** containing the false positive information must be provided immediately to **Pitney Bowes**. In addition, the file **drsdpvfp.dat** containing the false positive information must also be provided to **Pitney Bowes** so that **Pitney Bowes** can submit to Third Party Provider in the event that the USPS needs Third Party Provider to resolve.
 - d. USPS reserves the right to suspend the End-User's ability to perform DPV and LACS^{Link} processing when multiple incidents of artificial address detection occur.
17. The End-User cannot modify copy or redistribute the DPV, LACS^{Link} and SUITE^{Link} data or Products.
18. The scope of this Agreement does not include any right to retain or maintain ownership of any Improvements developed or created or authored by Licensee during the course of this Agreement to the extent such Improvements are primarily useful with respect to the from DPV, LACS^{Link} and Suite^{Link} Products or Systems.
19. End-User agrees to not advertise as a licensee of the Licensed Materials and furthermore agrees to adhere to all USPS advertising guidelines.
20. This license for DPV, LACS^{Link} and SUITE^{Link} shall not be transferable, in whole or in part. The rights and obligations of End-User shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of End-User.
21. All obligations of End-User referred to in this Agreement inure to the benefit of USPS.
22. USPS reserves the right to make any changes, modifications, or enhancements to the DPV, LACS^{Link}, and Suite^{Link} Products and the other Licensed Materials in the Agreements during the term of this Agreement.
23. This Amendment shall be effective as of the last date set forth below.
24. The obligations set forth in Sections 1 – 4, 6 – 9, 12 – 14, 20 - 22 shall survive the expiration or termination of this Agreement.

End User

Pitney Bowes Inc.

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____