Postal Regulatory Commission
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BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 2 (MC2013-51) NEGOTIATED SERVICE AGREEMENT	Docket No. CP2016-279

MOTION BY THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION FOUR TO A GLOBAL RESELLER EXPEDITED PACKAGE 2 NEGOTIATED SERVICE AGREEMENT
(November 16, 2017)

The agreement that is the subject of this docket is scheduled to expire November 30, 2017.[1] Attached to this notice is Modification Four to that agreement, which the customer and the Postal Service have executed. The modification revises Article 11 so that the agreement would remain in effect until December 31, 2017.

A redacted version of the modification is filed publicly as Attachment 1. With respect to the non-public version of the modification that is filed under seal, the Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's September 13, 2016 notice in this docket.[2]

[1] PRC Order No. 4162, Order Approving Modification Three to Global Reseller Expedited Package Services 2 Negotiated Service Agreement, PRC Docket No. CP2016-279, October 17, 2017, at 3.
[2] Notice of United States Postal Service of Filing a Functionally Equivalent Global Reseller Expedited Package 2 Negotiated Service Agreement, Docket No. CP2016-279, September 13, 2016, Attachment 4.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
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November 16, 2017

MODIFICATION FOUR TO THE GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND [redacted]

This Modification amends the Global Customized Mail Agreement ("Agreement") between [redacted] ("Reseller") with offices at [redacted] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Reseller on August 5, 2016, and by USPS on September 6, 2016, as amended by Modification One, signed by the Reseller on July 5, 2017, and by the USPS on July 7, 2017, and by Modification Two, signed by the Reseller on September 25, 2017, and by the USPS on September 26, 2017, and by Modification Three by the Reseller on October 11, 2017, and by the USPS on October 16, 2017. The Reseller and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following change to the Agreement.

Article 11 Term of the Agreement shall now read as follows:

> **11. Term of the Agreement.** The USPS will notify the Reseller of the Effective Date of the Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. The Agreement shall remain in effect until 11:59 p.m. on December 31, 2017.

All other terms and conditions of the Agreement shall remain in force.

The USPS will notify the Reseller of the Effective Date of this Modification as soon as possible, but no later than thirty (30) days, after receiving the approval of the entities that have oversight responsibilities for the USPS.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals ("Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification might not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Reseller prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Reseller acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2016-279). The Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Reseller further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this Modification (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. The Reseller has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website at http://prc.gov/Docs/63/63467/Order225.pdf.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature: Donald W. Ross

Name: Donald W Ross

Title: Director, International Sales

Date 11-16-17 [redacted]

ON BEHALF OF [redacted]

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 11-15-17