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

COMPETITIVE PRODUCT PRICES GLOBAL PLUS 1A CONTRACTS (CP2008-8) NEGOTIATED SERVICE AGREEMENTS	Docket Nos. MC2010-26 CP2010-68

NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING A SIGNED GLOBAL PLUS 1A NEGOTIATED SERVICE AGREEMENT
(July 15, 2010)

On July 13, 2010, the Postal Service filed a Notice of Filing Two Functionally Equivalent Global Plus 1A Contracts Negotiated Service Agreements. That notice stated that the USPS intended to enter into certain Global Plus 1A contracts. Although certain aspects of the agreement that is the subject of this docket awaited finalization between the parties, the impending expiration of the current agreement with the same customer and the regulatory time-frame demanded that the Postal Service submit the materials in the form in which they were filed. The notice stated that the parties expected to finalize the agreement soon and that any lingering details would not affect the rates, classification, or other fundamental basis for the notice.[1]

The Postal Service and the customer have since executed a final version of the agreement that forms the basis of this filing. A redacted signed Global Plus 1A contract that is the subject of the dockets referenced above is attached to this notice and substitutes the draft version originally filed on July 13, 2010. A nonpublic version of this agreement is also being filed separately under seal with the Postal Regulatory

[1] Notice of the United States Postal Service of Filing Two Functionally Equivalent Global Plus 1A Contracts Negotiated Service Agreements, Docket Nos. MC2010-26, CP2010-67, and CP2010-68, July 13, 2010, at 1

Commission (Commission) and substitutes the version originally filed. With respect to the agreement filed under seal with this notice, the Postal Service hereby incorporates its Application for Non-Public Treatment, which was filed in the dockets referenced above, as an attachment to its July 13, 2010 notice.[2]

Respectfully submitted,

UNITED STATES POSTAL SERVICE
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July 15, 2010

[2] *Id*. at Attachment 5.

GLOBAL PLUS 1 SERVICE AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND [redacted]

This Agreement ("Agreement") is between [redacted] ("Mailer"), 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. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

INTRODUCTION

WHEREAS, the Parties desire to enter into a non-exclusive relationship whereby the USPS will provide certain products and/or services to the Mailer pursuant to the terms and conditions contained herein;

WHEREAS, the Parties acknowledge and understand that the commencement of performance under this Agreement is subject to the approval of various entities with oversight responsibilities, which may include but not be limited to the USPS management's Executive Committee, the USPS Governors, and/or the Postal Regulatory Commission. Accordingly, the Mailer acknowledges and understands that the ability of the USPS to perform under this Agreement may not occur;

WHEREAS, in light of the aforementioned acknowledgements, the Parties desire to be bound by the terms of this Agreement:

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agree as follows:

ARTICLE 1. PURPOSE OF THE AGREEMENT

This Agreement shall govern the use the Mailer may make of customized mail service for International Priority Airmail service (IPA), International Surface Air Lift service (ISAL), Express Mail International service, and Priority Mail International service.

ARTICLE 2. DEFINITIONS

As used in this Agreement:

1. "IMM" means the *International Mail Manual* as found on the USPS website pe.usps.com on the date of mailing.
2. "DMM" means the *Domestic Mail Manual* as found on the USPS website pe.usps.com on the date of mailing.
3. "IPA" means International Priority Airmail service.
4. "ISAL" means International Surface Air Lift service.
5. "EMI" means Express Mail International service.
6. "PMI" means Priority Mail International service.
7. "GBE" means Global Bulk Economy service. Global Bulk Economy service provides for letter-post items dispatched in bulk via surface transportation.

8. "GD" means Global Direct service. Global Direct service is mail that conforms to the size, shape, and mail piece specifications as determined by a postal administration other than the USPS and is mailed in the United States for intended delivery in a country other than the United States by the postal administration of that country.

9. "M-bags" means special sacks for printed matter directed to a single addressee at a single address in another country.

10. "United States" means the United States of America, its territories and possessions.

11. "Qualifying Mail" means any mail that meets the requirements set forth in Article 3 of this Agreement.

12. "Non-Qualifying Mail" means any mail that does not meet the requirements set forth in Article 3 of this Agreement.

13. "Effective Date" means the first date on which the USPS is willing to accept Qualifying Mail.

ARTICLE 3. QUALIFYING MAIL

Only mail that meets the following requirements shall qualify as Qualifying Mail except for those requirements that conflict with the applicable specific preparation requirements set forth in Article 4.

1. IPA. Every item must comply with the preparation requirements set forth in IMM 292 for International Priority Airmail service.

2. ISAL. Every item must comply with the preparation requirements set forth in IMM 293 for International Surface Air Lift service.

3. EMI. Every item must comply with the preparation requirements set forth in IMM 220 for Express Mail International. The Express Mail International Flat-Rate Envelope is not Qualifying Mail under this Agreement.

4. PMI. Every item must comply with the preparation requirements set forth in IMM 230 for Priority Mail International. The Priority Mail International Flat-Rate Envelope, Priority Mail International Small Flat-Rate Box, Priority Mail International Regular/Medium Flat-Rate Box, and the Priority Mail International Large Flat-Rate Box are not Qualifying Mail under this Agreement.

5. IPA and ISAL M-bags. Every item must comply with the preparation requirements set forth in IMM 260 for direct sacks of printed matter to a single addressee at a single address.

ARTICLE 4. SPECIFIC PREPARATION REQUIREMENTS

1. Mailings of Qualifying Mail must be kept separate from any other type of mail the Mailer tenders.

2. International mailings must be separated from domestic mailings.

3. For EMI and PMI mailed under this Agreement, the Mailer must use Permit Imprint as the method of payment and IMM 152.4 shall apply.

4. Mailings of EMI and PMI must be accompanied by a postage manifest and postage statement.
5. Mailings of IPA and ISAL may be tendered to the USPS without a country name in the delivery address provided the items are contained in properly labeled direct country receptacles.
6. Mailer may apply to the USPS in writing in the event the Mailer wishes an exception(s) to the requirements set forth in IMM 220, IMM 230, IMM 260, IMM 292, or IMM 293.
7. For IPA and ISAL, each shipment presented to the USPS must have a minimum of fifty (50) pounds of Qualifying Mail. Each shipment may include multiple postage statements for IPA and ISAL.
8. The Mailer is not required to place a facing slip on bundles placed in IPA and ISAL Direct Country Sacks. The Mailer is required to place a facing slip on bundles placed in IPA and ISAL Mixed Country Sacks.
9. Mailings of IPA and ISAL Qualifying Mail may bear an approved non-bar-coded PS Form 2976, USPS Customs Declaration CN 22.
10. Mailings of letter-size and flat-size IPA and ISAL Qualifying Mail may be presented in trays upon approval.

ARTICLE 5. NON-QUALIFYING MAIL

The USPS, at its option and without forfeiting any of its rights under this Agreement, may either refuse to accept Non-Qualifying Mail or accept Non-Qualifying Mail at the applicable published rates.

ARTICLE 6. OBLIGATIONS OF THE USPS

The USPS hereby agrees:

1. Supplies. To furnish the Mailer or its agent(s) with the postal equipment and postal supplies required for the use of Qualifying Mail.
2. Training. To provide the Mailer or its agent(s) with the preparation requirements for Qualifying Mail and any training necessary to prepare mail in conformity with the requirements for Qualifying Mail.
3. Reporting. To provide the Mailer with a report regarding postage paid by the Mailer to the USPS, by month, for Qualifying IPA, ISAL, EMI, and PMI. The USPS will provide this report on a quarterly basis and shall include the:
   a. Customer name and permit number;
   b. Date of the mailing statement;
   c. Service / product; and
   d. Postage paid.
4. Transportation. To arrange with carriers to transport Qualifying Mail to international destinations for delivery by the appropriate authority.

5. Undeliverable Items. To return:

   a. EMI items refused by an addressee or that are undeliverable to the Mailer via Express Mail at no charge.

   b. PMI items refused by an addressee or that are undeliverable to the Mailer according to the provisions of IMM 771.

6. Confidentiality. To seek non-public treatment of information it determines to be eligible for protection from public disclosure under applicable law and practice when it files the Agreement with the Postal Regulatory Commission, or when it files information (including data) in connection with the Agreement in accordance with other regulatory requirements.

ARTICLE 7. OBLIGATIONS OF THE MAILER

The Mailer hereby agrees:

1. Tender Amount. To tender to the USPS mail intended for delivery outside the United States that generates at least:

   a. [redacted] in combined actual postage calculated after all discounts have been applied for IPA, ISAL, GBE, GD, EMI and PMI Qualifying Mail during the term that begins on the Effective Date of this Agreement and ends on December 31, 2010 (any postage paid to the USPS during the term of this Agreement that falls within the month of January 2011, shall be applied to any agreement(s) the Parties shall enter into with an Effective Date that falls within the month of January 2011); and

   b. Of the [redacted] commitment in Paragraph (a) above [redacted] must be in combined actual postage calculated after all discounts have been applied for EMI and PMI, during the term of this Agreement; or

   c. A combined actual volume of [redacted] of EMI and PMI may substitute for the requirement of [redacted] in actual postage calculated after all discounts have been applied for EMI and PMI in Paragraph (b) above during the term of this Agreement.

2. Tender Locations. To tender:

   a. IPA Qualifying Mail including IPA M-bags in drop shipments to the appropriate locations specified in IMM 292.531. Mailings tendered at these locations are subject to Drop Ship prices.

   b. IPA Qualifying Mail including IPA M-bags at USPS Business Mail Entry Units (BMEUs) approved by the USPS to receive Qualifying Mail. Mailings tendered at these locations are subject to Full Service prices.

   c. ISAL Qualifying Mail including ISAL M-bags in drop shipments to the appropriate locations specified in IMM 293.531. Mailings tendered at these locations are subject to Drop Ship prices.

d. ISAL Qualifying Mail including ISAL M-bags at USPS Business Mail Entry Units (BMEUs) approved by the USPS to receive Qualifying Mail. Mailings tendered at these locations are subject to Full Service prices.

e. One hundred percent (100%) of EMI Qualifying Mail in drop shipments at any USPS International Service Center location.

f. One hundred percent (100%) of PMI Qualifying Mail in drop shipments at any USPS International Service Center location.

3. Advance Notification. To provide:

a. The Manager, Customized Mail, via e-mail to icmusps@usps.gov, with notification of intent to drop ship mail at a specific location two weeks before the initial shipment to that location.

b. The Manager, Customized Mail, via e-mail to icmusps@usps.gov, with notification of new permit numbers used for Qualifying Mail, one week in advance of using the new numbers. The message should include the permit number, the city, state, and ZIP Code where the permit is held, and the name of the permit owner. The message should also include a requested effective date.

c. The appropriate USPS acceptance sites with notification if the intended volume of mail to be presented varies more than twenty-five percent (25.00%) higher or lower than normal daily volumes. The Mailer shall make every effort to inform the appropriate USPS acceptance sites at least forty-eight (48) hours in advance of presenting the mail.

4. Payment of Postage. To pay postage to the USPS, either directly or through a mailing agent:

a. For IPA and ISAL services by use of a USPS approved Alternate Mailing System (AMS) for total postage due subject to the conditions stated in DMM 705.4.

b. For EMI and PMI Qualifying Mail by use of a permit imprint subject to the conditions stated in DMM 604.5, with the exception that DMM 604.5.1.1 shall not apply.

5. Monthly Reporting. To provide the USPS with a report, at a frequency to be mutually determined, in a format to be specified by the USPS, stating, for IPA, ISAL, EMI, and PMI:

a. The total revenue, pieces, and weights for each product mailed in the preceding month separated by point of tender to the USPS, destination country, and country price group for each permit owned by the Mailer under this Agreement. The Mailer will undertake all reasonable efforts to provide the same information for each permit holder mailing under this Agreement;

b. This requirement shall include the final month of the Agreement.

6. Receptacle Bar-coding. To place on each receptacle containing either IPA or ISAL mailings, a barcode prepared in accordance with the specifications the USPS shall provide.

7. Information Link. To establish a secure data connection with the USPS in order to ensure that the USPS can receive the necessary information for Customs clearance as well as the data needed to monitor the proper prices and country destination of the Mailer's packages. The Mailer will be responsible for all aspects of service quality of the information link, interconnectivity, and interoperability of network services of such data connection, which shall be available under commercially reasonable standards but shall be capable of ensuring that the data for all Qualifying Mail under this Agreement are available to USPS.

8. Customs Declarations and Address Labels. To create customs declarations and address labels for EMI and PMI Qualifying Mail:

   a. Using USPS-provided Global Shipping Software (GSS) or functionally equivalent software;

   b. In the event that the Mailer decides to use functionally equivalent software not provided by the USPS, the Mailer must seek the approval of the USPS prior to deploying such software, which shall not be unreasonably withheld. Mailer agrees that if deploying such functionally equivalent software, Mailer will provide any reasonable information necessary for the USPS to perform the necessary due diligence to determine the appropriateness and capabilities of such software, which shall include but not be limited to such software's ability to provide adequate information regarding Qualifying Mail as well as the overall security standards of said software. Mailer acknowledges that such due diligence may require physical site review.

9. Customs and Export Documentation. To provide any necessary documentation, including data provided in electronic format, in connection with each mailing, in the form and at the time specified by the USPS, Customs & Border Protection, Transportation Security Administration, the U.S. Census Bureau, a destination country foreign government, or other authority. The Mailer further understands that the failure to provide any such required documentation may result in refusal at acceptance, delay in processing, involuntary seizure by customs authorities, and/or return of mail to sender.

10. Customs and Export Requirements. To comply with any regulation or order promulgated by the USPS, Customs & Border Protection, Transportation Security Administration, the U.S. Census Bureau, a destination country foreign government, or other governmental unit with jurisdiction over mail, to facilitate the Customs processing of its mail, according to any requirements specified by those authorities.

11. Responsibility. To ensure that all entities mailing under the aegis of this Agreement, having provided the USPS with a permit number and notification of intent to mail under the terms of Paragraph 3 above, follow the terms and conditions set forth in this Agreement as they pertain to the preparation and tender of mailings.

12. Confidentiality. To treat as confidential and not disclose to third parties, absent express written consent by the USPS, any information related to this Agreement that is treated as non-public by the Postal Regulatory Commission.

ARTICLE 8. POSTAGE PRICES

In consideration of Article 7 Paragraph 1, and in accordance with Article 9 but subject to Article 13:

1. For IPA and ISAL, The Mailer will receive a discount of [redacted] off the non-discounted published prices for IPA and ISAL Qualifying Mail in effect on the date of mailing;
2. For EMI and PMI, the Mailer will pay postage according to the price charts in Annex 1.

ARTICLE 9. APPROVAL OF PRICES

The discounts in Article 8 Paragraph 1 (a) and (b) for IPA and ISAL and the prices for EMI and PMI in Annex 1 are contingent upon any and all necessary approvals for corresponding USPS prices by the USPS Governors, the USPS Board of Governors, and/or the United States Postal Regulatory Commission.

ARTICLE 10. SUSPENSIONS OF MAIL SERVICE

In the event that a suspension of mail service from the United States to a given country would prevent delivery of Qualifying Mail to addressees in that country, the Mailer shall not tender Qualifying Mail to the USPS until service is restored. The minimum commitment for Qualifying Mail as set forth in Article 7 of this Agreement shall be recalculated *pro rata* to reflect the reduction in available service time.

ARTICLE 11. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with United States federal law.

ARTICLE 12. TERM OF THE AGREEMENT

1. The Effective Date of this Agreement shall be 12:01 a.m. on August 1, 2010. The Agreement will remain in effect until 11:59 p.m. on the day prior to the date of any change in the published rates that affect the Qualifying Mail in this Agreement, unless terminated sooner pursuant to Article 14.
2. The Mailer acknowledges that this Agreement is subject to regulatory oversight and such oversight might affect the Effective Date.
3. The USPS will notify the Mailer of the status of the approval process or of potential fulfillment of the approval process, or when major steps in the process are completed. The USPS also will respond to Mailer inquiries concerning the status of the process.

ARTICLE 13. PENALTY AND REIMBURSEMENT

1. In the event that the Mailer does not meet its minimum commitment as set forth in Article 7 Paragraph 1, the Mailer agrees to pay the [redacted] The actual amount to be determined by the USPS.

2. Should payment be due under the terms of this Article, payment must be made no later than three (3) months after the date the USPS informs the Mailer of the amount of the required payment. If the USPS does not receive payment within three (3) months after the date the USPS informs the Mailer of the amount of the required payment, any customized agreement in effect shall be terminated on a date the USPS shall determine.

3. For purposes of calculating the payments detailed in this Article, postage paid for IPA, ISAL, GBE, GD, EMI, and PMI shall be counted from August 1, 2010, and shall include December 31, 2010, as the final inclusive date.

ARTICLE 14. TERMINATION OF THE AGREEMENT

Either Party to this Agreement, in its sole discretion, may terminate this Agreement for any reason, by giving the other Party a thirty (30) day written notification, unless a time frame longer than thirty (30) days that falls within the term of the Agreement is indicated by the terminating Party. In the event that this Agreement is terminated before the anticipated termination date in Article 12, the Mailer remains bound by the terms of Article 7 Paragraph 5 and Article 13, except that the Mailer's obligation, if any, under Articles 7 and 13 shall be calculated on a *pro rata* basis to reflect the actual duration of the agreement.

ARTICLE 15. POSTAGE UPDATES

1. In the event that the USPS incurs an increase in total costs [redacted] associated with providing any one of the categories of Qualifying Mail, the USPS reserves the right to notify the Mailer and modify the prices for that service established under this Agreement.

2. The prices in Annex 1 are related to the non-discounted published postage for EMI and PMI. In the event that the non-discounted published postage for EMI and PMI should change during the term of this Agreement, the prices in Annex 1 may also change. The discount applied to IPA and ISAL is related to the non-discounted published postage for these services. In the event that the non-discounted published postage for IPA and ISAL should change during the term of this Agreement, the discount applied to these services may also change. Such changes to the prices in Annex 1 and the discount applied to IPA and ISAL shall be calculated using the same assumptions and constraints used to determine the prices in the existing Annex 1 and the existing discount for IPA and ISAL.

3. The USPS will give the mailer thirty-five (35) days notice of changes in the prices in Annex 1 or the discount applied to International Priority Airmail (IPA) or International Surface Air Lift (ISAL).

4. Any revision to the prices in Annex 1 or the discount applied to IPA or ISAL shall not be retroactive.

5. No price shall increase beyond the non-discounted published prices for the affected service.

6. All price increases under the provisions of this Article will be subject to review and oversight by the USPS Governors, the USPS Board of Governors, and/or the United States Postal Regulatory Commission.

ARTICLE 16. NO SERVICE GUARANTEE

Nothing in this Agreement shall be construed as a representation or guarantee by the USPS that Qualifying Mail will be delivered to the appropriate addressees within any particular time.

ARTICLE 17. CUSTOMS DUTIES AND TAXES

Customs duties and taxes for packages mailed under this Agreement are the responsibility of the addressee.

ARTICLE 18. INDEMNITY

The Mailer shall indemnify and save harmless the USPS and its officers, agents, and employees from any and all claims, losses, costs, damages, or expenses ("Claims") growing out of, or connected in any other way with the discharge by the Mailer or its agent(s) of any undertaking contained in this Agreement, except for Claims arising out of the negligence or willful misconduct of the USPS or of its officers, agents, or employees. Notwithstanding its obligation to indemnify the USPS, the Mailer shall not be liable for any consequential damages suffered by the USPS.

ARTICLE 19. LIMITATION OF LIABILITY: INSURANCE

1. Except as noted in Paragraphs 2 and 3 of this Article, the liability of the USPS under this Agreement shall be limited to the refund of postage for Qualifying Mail that is lost or destroyed in bulk after being tendered to the USPS and prior to being received by the delivery authority outside of the United States. The USPS shall not be liable for any actual or consequential damages suffered by the Mailer as a result of late delivery or non-delivery of any Qualifying Mail. Qualifying Mail mailed under this Agreement is not insured against delay in delivery. Neither indemnity payments nor postage refunds will be made in the event of delay.

2. Express Mail International items that are tendered to the USPS under the terms of this Agreement include document reconstruction insurance for non-negotiable documents up to one hundred dollars ($100.00), and merchandise insurance up to one hundred dollars ($100.00), at no additional charge. Insurance is provided against loss, damage, or missing contents. Optional additional merchandise insurance over one hundred dollars ($100.00) may be purchased for an additional fee. Express Mail International merchandise insurance is not available to all countries and is subject to the maximum indemnity available to the country of destination. Express Mail International items that are tendered to the USPS under the terms of this Agreement are not insured against delay in delivery. Indemnity is payable in accordance with IMM 222.71 and IMM 935; and DMM 609 and DMM 503.

3. Except as noted in Paragraph 4 of this Article, Priority Mail International items that are tendered to the USPS under the terms of this Agreement include indemnity coverage against loss, missing contents, or damage at no additional charge. Indemnity is limited to the lesser of the actual value of the contents or the maximum indemnity based on the weight of the item. Priority Mail International items that are tendered to the USPS under the terms of this Agreement are not insured against delay in delivery. Indemnity will be paid in accordance with IMM 230 and IMM 933.

4. For a separate fee, Priority Mail International parcels may be insured against loss, missing contents, or damage. Indemnity is based on the actual value of the article at the time of mailing and is limited to the amount of insurance purchased by the fee paid. Priority Mail International insurance is not available to all countries and is subject to the maximum indemnity limits of the destination country. If insured mail service is purchased, it replaces the ordinary parcel indemnity specified in Paragraph 3. Indemnity will be paid in accordance with IMM 320, IMM 932, and IMM 933.

5. The USPS bears no responsibility for the refund of postage for Qualifying Mail in connection with actions taken by Customs authorities.

ARTICLE 20. FORCE MAJEURE

Neither Party shall be liable for its failure to perform under the terms of this Agreement due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, and labor disputes or shortages; governmental laws, ordinances, rules and regulations, whether valid or invalid; court orders, whether valid or invalid; inability to obtain material, equipment, or transportation; and any other similar or different contingency.

ARTICLE 21. NO WAIVER

The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if such forbearance or waiver had not occurred.

ARTICLE 22. NUMBER AND GENDER

The use of any particular gender or the plural or singular number in this Agreement is intended to include the other gender or number as the text may require.

ARTICLE 23. EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect.

ARTICLE 24. ASSIGNMENT

The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party. Granting such consent shall not be unreasonably withheld and shall be allowed for assignment to a subsidiary or affiliate of the Mailer.

ARTICLE 25. PARAGRAPH HEADINGS AND REFERENCE CITATIONS

The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement. All citations to provisions in the DMM and IMM within this Agreement are intended to refer to the substantive information found within the cited sections(s) at the time this Agreement was drafted. Subsequent changes to the citations or the relevant substantive information due to published revisions of the DMM or IMM shall be applicable to this Agreement upon the effective date of such revisions.

ARTICLE 26. ENTIRE AGREEMENT AND SURVIVAL

1. This Agreement, Global Plus 1 Service Agreement, including all Annexes thereto for Qualifying International Priority Airmail service (IPA), International Surface Air Lift service (ISAL), Express Mail International service (EMI), and Priority Mail International service (PMI) along with the companion Global Plus 2 Service Agreement, including all Annexes thereto for Qualifying Global Bulk Economy service, Global Direct – Canada Lettermail, Global Direct – Canada Admail, and Global Direct – Canada Publications Mail shall constitute the entire agreement between the Parties as it pertains to Qualifying International Priority Airmail service (IPA), International Surface Air Lift service (ISAL), Express Mail International service (EMI), Priority Mail International service (PMI), Global Bulk Economy service, Global Direct – Canada Lettermail, Global Direct – Canada Admail, and Global Direct – Canada Publications Mail, intended for delivery outside the United States.

2. Neither the Mailer nor the USPS is released from any obligations arising under the Global Plus Service Agreement between the Mailer and the USPS executed by the Mailer on April 30, 2008, and by the USPS on April 30, 2008; and the Global Plus Service Agreement between the Mailer and the USPS executed by the Mailer on May 13, 2008, and by the USPS on May 16, 2008.

3. Neither the Mailer nor the USPS is released from any obligations arising under the Global Plus 1 Service Agreement between the Mailer and the USPS executed by the Mailer on June 17, 2009, and by the USPS on June 18, 2009; and the Global Plus 2 Service Agreement between the Mailer and the USPS executed by the Mailer on June 17, 2009, and by the USPS on June 18, 2009.

4. With the exception of the Agreements mentioned in Article 26, Paragraphs 2 and 3, any prior understanding or representation of any kind regarding the use of said Qualifying Mail originating in the United States and intended for delivery outside the United States, which precedes the date of this Global Plus 1 Agreement and the companion Global Plus 2 Agreement, shall not be binding upon either Party except to the extent incorporated in this Agreement.

5. The provisions of Article 6, Paragraph 6; Article 7, Paragraph 12; and Article 32 shall expire ten (10) years from the date of termination or expiration of this Agreement.

ARTICLE 27. MODIFICATION

1. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement, with the exception of changes to prices under the terms of Article 15, shall be binding only if placed in writing and signed by each Party.
2. Modifications may be contingent upon any and all necessary approvals by USPS management's Executive Committee, the Board of Governors of the USPS, the Governors of the USPS, the Postal Regulatory Commission, the Antitrust Division of the Department of Justice, the Federal Trade Commission and/or any other governmental body with oversight responsibility for the USPS.
3. If such approvals are required, the modifications will not become effective until such time as all necessary approvals are obtained.
4. The USPS will notify the Mailer of the date the modification becomes effective within thirty (30) days after receiving the approval of the entities that have oversight responsibility for the USPS.
5. The USPS will notify the Mailer of the status of the approval process or of potential fulfillment of the approval process, when major steps in the process are completed. The USPS also will respond to Mailer inquiries concerning the status of the process.

ARTICLE 28. MAILABILITY AND IMPORTABILITY

All items mailed under this Agreement must conform to the export requirements of the United States, the mailability requirements of the USPS as detailed in IMM 130, and any importation restrictions of any destination country. The Mailer is solely responsible for the importation status of Qualifying Mail mailed under this Agreement as detailed in IMM 112.

ARTICLE 29. NOTICES

All notices or demands required by this Agreement shall be sufficient if delivered personally or mailed via Express Mail to the following individuals:

To the United States Postal Service:

Managing Director, Global Business and Vice President
United States Postal Service
475 L'Enfant Plaza, SW Room 4016
Washington, DC 20260-4016

To the Mailer:

[redacted]

or via e-mail:

To the United States Postal Service at: icmusps@usps.gov

To the Mailer at: [redacted]

ARTICLE 30. PRESERVATION AFTER TERMINATION

Termination of this Agreement shall be without prejudice to any rights, obligations, and liabilities of the Mailer accrued up to and including the effective date of such termination. In the event of termination of the Agreement, the Mailer shall be liable to make final settlement of all amounts owing as of the effective date of termination within three (3) months of written notice by the USPS of any deficiency or liability under this Agreement.

ARTICLE 31. CONDITIONS PRECEDENT

1. The Parties acknowledge and understand that all obligations of the USPS under this Agreement, including the prices listed in Annex 1, shall be contingent on the USPS receiving approvals hereinafter ("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, the Antitrust Division of the Department of Justice, the Federal Trade Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that the Agreement may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party.

2. 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 Mailer prior to the Effective Date of the Agreement. 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 for costs incurred by either Party attributable to such non-approval such as attorney's fees.

ARTICLE 32. CONFIDENTIALITY

The Mailer acknowledges that as part of securing approval of this Agreement, and in other subsequent regulatory filings, the Agreement and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding. The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding. The Mailer further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the USPS may file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets. The Mailer 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 PRC 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 www.prc.gov/Docs/63/63467Order225.pdf. At the request of the Mailer, the USPS will notify the Mailer of the docket number of the Commission proceeding to establish the prices in this instrument once assigned.

ARTICLE 33. COUNTERPARTS

The Parties may execute this Agreement 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 documents, and all counterpart-signed documents shall be deemed an original and one instrument.

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

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature: Frank A. Cebello

Name: Frank A. Cebello

Title: Executive Director, Global Business Management

Date: 7/13/10

ON BEHALF OF [redacted]

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 7-13-2010

ANNEX 1 PRICES FOR EXPRESS MAIL INTERNATIONAL AND PRIORITY MAIL INTERNATIONAL WHEN THE MAILER APPLIES LABELS USING USPS-SUPPLIED SOFTWARE OR FUNCTIONALLY EQUIVALENT SOFTWARE

ANNEX 1
EXPRESS MAIL INTERNATIONAL
THE MAILER APPLIES LABELS USING USPS-SUPPLIED SOFTWARE OR FUNCTIONALLY EQUIVALENT SOFTWARE

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9	Group 10
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ANNEX 1
EXPRESS MAIL INTERNATIONAL
THE MAILER APPLIES LABELS USING USPS-SUPPLIED SOFTWARE OR FUNCTIONALLY EQUIVALENT SOFTWARE

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9	Group 10
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ANNEX 1
PRIORITY MAIL INTERNATIONAL
THE MAILER APPLIES LABELS USING USPS-SUPPLIED SOFTWARE OR FUNCTIONALLY EQUIVALENT SOFTWARE

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9	Group 10
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ANNEX 1
PRIORITY MAIL INTERNATIONAL
THE MAILER APPLIES LABELS USING USPS-SUPPLIED SOFTWARE OR FUNCTIONALLY EQUIVALENT SOFTWARE

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9	Group 10
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