

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

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES 3 (MC2010-28)
NEGOTIATED SERVICE AGREEMENT

Docket No.
CP2011-54

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING A
SIGNED GLOBAL EXPEDITED PACKAGE SERVICES 3
NEGOTIATED SERVICE AGREEMENT**
(December 29, 2010)

On December 28, 2010, the Postal Service filed a Notice of Filing a Functionally Equivalent Global Expedited Package Services 3 Negotiated Service Agreement.

Although certain aspects of the agreement that is the subject of this docket awaited finalization between the parties, the course of negotiations and the timing of the filing in relation to other filings led the Postal Service to submit the materials in the form in which they were filed. The notice stated that the parties expected to finalize the agreement that is the subject of this docket soon.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 Expedited Package Services 3 contract that is the subject of the docket referenced above is attached to this notice and substitutes the draft version originally filed on December 28, 2010. A nonpublic version of this agreement is also being filed separately under seal with the Postal Regulatory Commission (Commission) and substitutes the version

¹ Notice of United States Postal Service of Filing a Functionally Equivalent Global Expedited Package Services 3 Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2011-54, December 28, 2010, at 1.

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 docket referenced above, as an attachment to its December 28, 2010 notice.²

Respectfully submitted,

UNITED STATES POSTAL SERVICE
By its attorneys:

Anthony F. Alverno
Chief Counsel, Global Business

Christopher C. Meyerson

Arneece Williams
Paralegal Specialist

475 L'Enfant Plaza, S.W.
Washington, D.C. 20260-1137
(202) 268-7820; Fax -5628
christopher.c.meyerson@usps.gov
December 29, 2010

² *Id.* at Attachment 4.

**GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND**

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 Express Mail International and Priority Mail International.

ARTICLE 2. CHOICE OF PAYMENT METHOD

The Mailer shall pay postage to the USPS through the intermediary of a USPS-approved PC Postage Provider that the USPS has authorized to offer services to contract rate customers. The Mailer agrees to use only one USPS-approved PC Postage Provider at a time. The Mailer retains the right to change from one PC Postage Provider to another provided that the new PC Postage Provider has been authorized by the USPS to offer services to contract rate customers.

ARTICLE 3. 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. "Effective Date" means the first date on which the USPS is willing to accept Qualifying Mail.
4. "PC Postage Provider" means a provider of software-based management of postage accounts, authorized by the USPS to offer services to contract rate customers
5. "Qualifying Mail" means mail that meets the requirements set forth in Article 4 of this Agreement.
6. "Non-Qualifying Mail" means mail that does not meet the requirements set forth in Article 4 of this Agreement. Express Mail International and Priority Mail International tendered to the USPS at a Business Mail Entry Unit, at a USPS retail window, or at any commercial mail receiving agency are Non-Qualifying Mail.
7. "Subsidiary and/or affiliate" means any corporate entity in which the Mailer owns at least a 51 percent interest in the controlling shares.

ARTICLE 4. QUALIFYING MAIL

1. Only mail that meets the requirements set forth in IMM 220 for Express Mail International, with the exception of the Express Mail International Flat-Rate Envelopes, and in IMM 230 for Priority Mail International, with the exception of the Priority Mail International Flat-Rate Envelopes, and the Priority Mail International Flat-Rate Boxes, shall be considered as Qualifying Mail.

ARTICLE 5. TREATMENT OF NON-QUALIFYING MAIL

1. The USPS, at its option and without forfeiting any of its rights under this Agreement, may refuse to accept Non-Qualifying Mail or may accept Non-Qualifying Mail at the applicable published prices.
2. The USPS may accept Non-Qualifying Mail at the applicable published prices and impose a penalty upon the Mailer.

ARTICLE 6. SPECIFIC PREPARATION REQUIREMENTS

1. Mailings processed using software provided by a USPS-approved PC Postage Provider that the USPS has authorized to offer services to contract rate customers, must be accompanied by a PS Form 3152 Confirmation Services Certification, or a PS Form 5630 Shipment Confirmation Acceptance Notice, or an equivalent form produced by the PC Postage Provider's software.

ARTICLE 7. OBLIGATIONS OF THE USPS

The USPS hereby agrees:

1. Transportation To arrange with carriers to transport Qualifying Mail to international destinations where the proper authority will effect delivery.

2. Undeliverable Items To return:
 - a. Express Mail International items refused by an addressee or that are undeliverable, to the Mailer via Express Mail [REDACTED]
 - b. Priority Mail International items refused by an addressee or that are undeliverable, to the Mailer according to the provisions of IMM 771.
3. Postage To provide prices for Qualifying Mail paid for and tendered as required by this Agreement.
4. Pickup To provide pickup service for Qualifying Mail according to the applicable local agreement, if any, as amended from time to time.
5. 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
6. Penalties for Non-Qualifying Mail To provide the Mailer with an invoice for any penalties imposed as a result of the improper tender of mail.

ARTICLE 8. OBLIGATIONS OF THE MAILER

The Mailer hereby agrees:

1. Postage To pay postage for Qualifying Mail according to the price charts in Annex 1. The prices listed 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 Postal Regulatory Commission as provided in Article 25.
2. 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 the sender.
3. 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.
4. 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 and identified as such to the Mailer by the USPS.

5. Advance Notification To provide the Manager, Customized Mail, USPS, via e-mail to icmusps@usps.gov
 - a. With notification of the PC Postage Provider the Mailer intends to use at least three weeks in advance of the first use of the PC Postage Provider in connection with this Agreement;
 - b. With notification of the Mailer's intent to change PC Postage Providers and the name of the new PC Postage Provider the Mailer intends to use at least forty-five (45) days in advance of the anticipated change from one PC Postage Provider to another.
6. Tender To present the mailings to the USPS using any means of tender the USPS authorizes for items for which postage payment is through a PC Postage Provider, with the exception of the following means of tender: tender at a Business Mail Entry Unit, a USPS retail window, or a commercial mail receiving agency.
7. Software To apply address labels and Customs declarations to Qualifying Mail using the software provided by the USPS-approved PC Postage Provider which the Mailer has identified as its chosen postage payment intermediary.
8. Postage Due To pay any postage due to the USPS as a result of discrepancies between the actual PC postage applied to the mailings and the postage required under this Agreement.
9. Penalty for the Improper Tender of Mail To pay:
 - a. Any penalty the USPS may assess under the terms of Article 31 for the improper tender of mail provided that the USPS has provided the Mailer with notice of the number of pieces of Non-qualifying Mail and an invoice for the total dollar amount of the penalty due;
 - b. The amount of the assessed penalties within thirty (30) days of the date of the invoice. All invoices that are not paid within thirty (30) days will incur [REDACTED].
[REDACTED] Any invoicing discrepancies will be resolved subsequent to payment of the invoice. In addition [REDACTED] the USPS reserves the right to pursue other available remedies.

~~10. Information Concerning the Mailer's Subsidiaries and Affiliates~~

To provide USPS with the following:

- a. During the first thirty (30) days after the Effective Date, a list of Mailer's subsidiaries and/or affiliates, which, subject to USPS review and approval, have been designated by Mailer to receive the prices under this agreement;
- b. At least thirty (30) days notice of any changes in the list of Mailer's subsidiaries and/or affiliates which, subject to USPS review and approval, have access to the discounts under this agreement.

In either instance, such information shall include the name and address of each subsidiary and/or affiliate, and the account number which that subsidiary and/or affiliate holds with the designated PC Postage Provider, if or when such account number is established. Also, for each designated subsidiary or affiliate, Mailer shall provide a contact name, phone number, and e-mail address.

11. Reporting Requirement. To provide to the Postal Service on the third business day of each month the following:

- a. a list of Mailer's subsidiaries and affiliates to which the Mailer will provide access to the rates under this agreement during the following month;
- b. specific data concerning Mailer's subsidiaries and affiliates that mailed Qualifying Mail under this agreement during the preceding month, which shall include:
 1. a list of Mailer's subsidiaries and affiliates that had access to the prices offered in this Agreement for the preceding month;
 2. the mailing activity of each subsidiary and affiliate for the preceding month at the country level, by product, origin ZIP, by weight step based on actual mailpiece weight, and by rate group; and
 3. a total transaction amount for each mailpiece, which excludes any extra service fees associated with each mailpiece. The revenue for the extra services is reported as described below.
- c. a summary of revenue and transactions concerning extra services fees purchased during the preceding month, by value increment or fee level. If more than two extra services were purchased for a single mailpiece, the fee for each extra service shall be listed separately. The Mailer is not obligated to specify which of Mailer's subsidiaries and affiliates purchased which extra services. Mailer shall provide revenue and transaction reporting concerning insurance in the following format:

Example summary table:

Insurance Value Increment:
Priority Mail International Insurance

Level	Revenue	Volume
\$0.01 to \$50		
\$50.01 to \$100		
\$100.01 to \$200		
\$200.01 to \$300		
\$300.01 to \$400		
\$400.01 to \$500		
\$500.01 to \$600		
\$600.01 to \$675		
\$675.01 to \$700		
\$700.01 to Max		

Express Mail International Insurance		
Level	Revenue	Volume
\$0.01 to \$100		
\$100.01 to \$200		
\$201.01 to \$500		
\$500.01 to \$1,000		
\$1,000.01 to \$1,500		
\$1,500.01 to \$2,000		
\$2,000.01 to \$2,500		
\$2,500.01 to \$3,000		
\$3,000.01 to \$3,500		
\$3,500.01 to \$4,000		
\$4,000.01 to \$4,500		
\$4,500.01 to \$5,000		

ARTICLE 9. MINIMUM COMMITMENT

1. The Mailer is required to meet an annualized minimum commitment of [REDACTED]
2. In the event that the Mailer does not meet its minimum commitment as set forth in Paragraph 1 of this Article, the Mailer agrees to pay the USPS [REDACTED]
3. The USPS will provide the Mailer with an invoice for any postage due for the failure to meet the minimum commitment stated in Paragraph 1. All amounts due are to be paid within thirty (30) days of the date of the invoice. ~~Any invoice that is not paid within thirty (30) days will incur [REDACTED]~~
[REDACTED] Any invoicing discrepancies will be resolved subsequent to payment of the invoice. In addition [REDACTED] the USPS reserves the right to pursue other available remedies.

ARTICLE 10. TERM OF THE AGREEMENT

1. The USPS will notify the Mailer of the Effective Date within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. The Agreement will commence on the Effective Date and expire five calendar years thereafter, unless terminated sooner pursuant to Article 11. The Effective Date will be no earlier than February 17, 2011.
2. The USPS shall have no obligation to notify the Mailer of the status of the approval process or of potential fulfillment of the approval process.

ARTICLE 11. TERMINATION OF THE AGREEMENT

1. Either Party to this Agreement, in its sole discretion, may terminate the Agreement for any reason, without cost, fault, or penalty, regardless of whether either Party is in default, upon 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.
2. In the event that this Agreement is terminated [REDACTED] for any reason before the expiration date provided for in Article 10, the minimum commitment in Article 9 shall be enforceable and shall be calculated on a *pro rata* basis to reflect the actual duration of the Agreement.

ARTICLE 12. POSTAGE UPDATES

1. In the event that the USPS incurs an increase in costs [REDACTED] associated with providing this service, the USPS shall notify the Mailer and modify the prices established under this Agreement. [REDACTED]
2. The prices in Annex 1 are related to the non-discounted published postage for Express Mail International and Priority Mail International. In the event that the non-discounted published postage for these services should change, the prices in Annex 1 will also change. Such increases to the prices in Annex 1 shall be calculated using the same assumptions and constraints used to determine the prices in the existing Annex 1.
3. The USPS will give the Mailer thirty (30) days notice of changes to the prices in Annex 1.
4. Any revision of prices in Annex 1 shall not be retroactive.
5. ~~No price shall increase beyond the non-discounted published price for the affected service.~~

ARTICLE 13. 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 addresses within any particular time.

ARTICLE 14. CUSTOMS DUTIES AND TAXES

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

ARTICLE 15. MODIFICATION OF THE AGREEMENT

- 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 12, 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 shall have no obligation to notify the Mailer of the status of the approval process or of potential fulfillment of the approval process.
- 6 Any changes to or modification of the local agreement referred to in Article 7, Paragraph 4 are not subject to the provisions of this Article.

ARTICLE 16. ENTIRE AGREEMENT AND SURVIVAL

This Agreement, including all Annexes thereto and any corresponding written local pickup agreement, shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement. The provisions of Article 7, Paragraph 5, Article 8, Paragraph 4, and Article 18 shall expire ten (10) years from the date of termination or expiration of this Agreement.

ARTICLE 17. 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, 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 18. 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, including PRC Docket Numbers ACR2011, ACR2012, ACR2013, ACR2014, ACR2015, and ACR2016. 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/63/63467/Order225.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 19. 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 20. 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, 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 Priority Mail International items, with the exception of Priority Mail International Small Flat Rate Boxes and Priority Mail International Flat Rate Envelopes, 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. Indemnity for Priority Mail International items that are tendered to the USPS under the terms of this Agreement does not cover losses due to delays 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. Coverage 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. Insured mail is not available to all countries and is subject to the maximum insurance limits of the destination country. If insured mail service is purchased, it replaces the ordinary parcel indemnity specified in Paragraph 3. Insurance claims will be paid in accordance with IMM 320, IMM 932, and IMM 933.
- 5 The USPS bears no responsibility for the refund of postage in connection with actions taken by Customs authorities.

ARTICLE 21. 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 agents(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 22. GOVERNING LAW

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

ARTICLE 23. SUSPENSIONS OF MAIL SERVICE

In the event that a suspension of either Express Mail International or Priority Mail International service from the United States to a country would prevent delivery of Qualifying Mail to addressees in that country, the Mailer shall not tender Express Mail International or Priority Mail International, as appropriate, to the

USPS until service is restored. The annualized minimum commitment for Qualifying Mail set forth in Article 9 shall be recalculated *pro rata* to reflect the reduction in available service time.

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.

ARTICLE 25. 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. 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 26. 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 27. 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 section(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 28. MAILABILITY AND IMPORTABILITY

All items mailed under this Agreement must conform to the mailability requirements of the USPS as detailed in IMM 130 and conform to the importation restrictions of the destination countries. The Mailer is solely responsible for the importation status of the products mailed under this Agreement as detailed in IMM 112.

ARTICLE 29. NOTICES

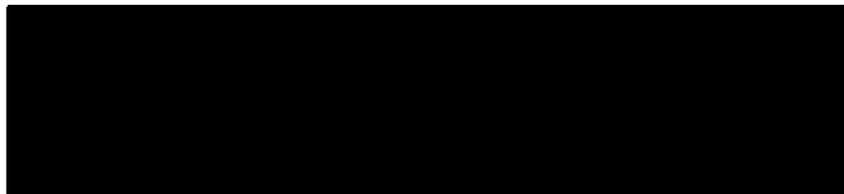
All notices or demands to the Parties required by this Agreement shall be sufficient if delivered personally or mailed via Express Mail to the following individuals:

To the USPS:

Paul Vogel
President & Chief Marketing/ Sales Officer
United States Postal Service
475 L'Enfant Plaza SW Room 10229
Washington, DC 20260-0914

Mary Anderson, Executive Manager
United States Postal Service
475 L'Enfant Plaza SW Room 5437
Washington, DC 20260-0914

To the Mailer:



or via e-mail:

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

ARTICLE 30. 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 counterparty-signed documents shall be deemed an original and one instrument

ARTICLE 31. PENALTY FOR THE IMPROPER TENDER OF MAIL

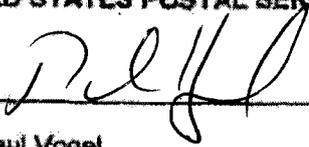
The penalty for the improper tender of mail shall be [REDACTED]

ARTICLE 32. FRAUD

The Mailer understands that providing false information with the intent to access discounted rates through the use of a PC Postage Provider may subject the Mailer to criminal and/or civil penalties, including fines and imprisonment

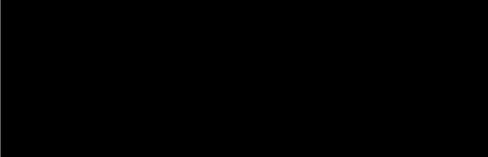
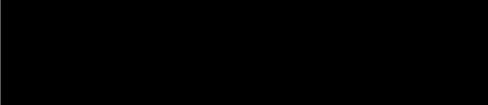
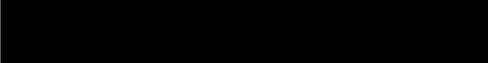
In witness whereof, each Party to this Agreement has caused it to be executed on the latter of the two dates accompanying the Parties' signatures

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature: 
Name: Paul Vogel
Title: President & Chief Marketing Sales Officer
Date: 12/28/10

ON BEHALF OF 



Signature: 
Name: 
Title: 
Date: 12-27-10

Annex 1

**PRICES FOR EXPRESS MAIL INTERNATIONAL AND
PRIORITY MAIL INTERNATIONAL**



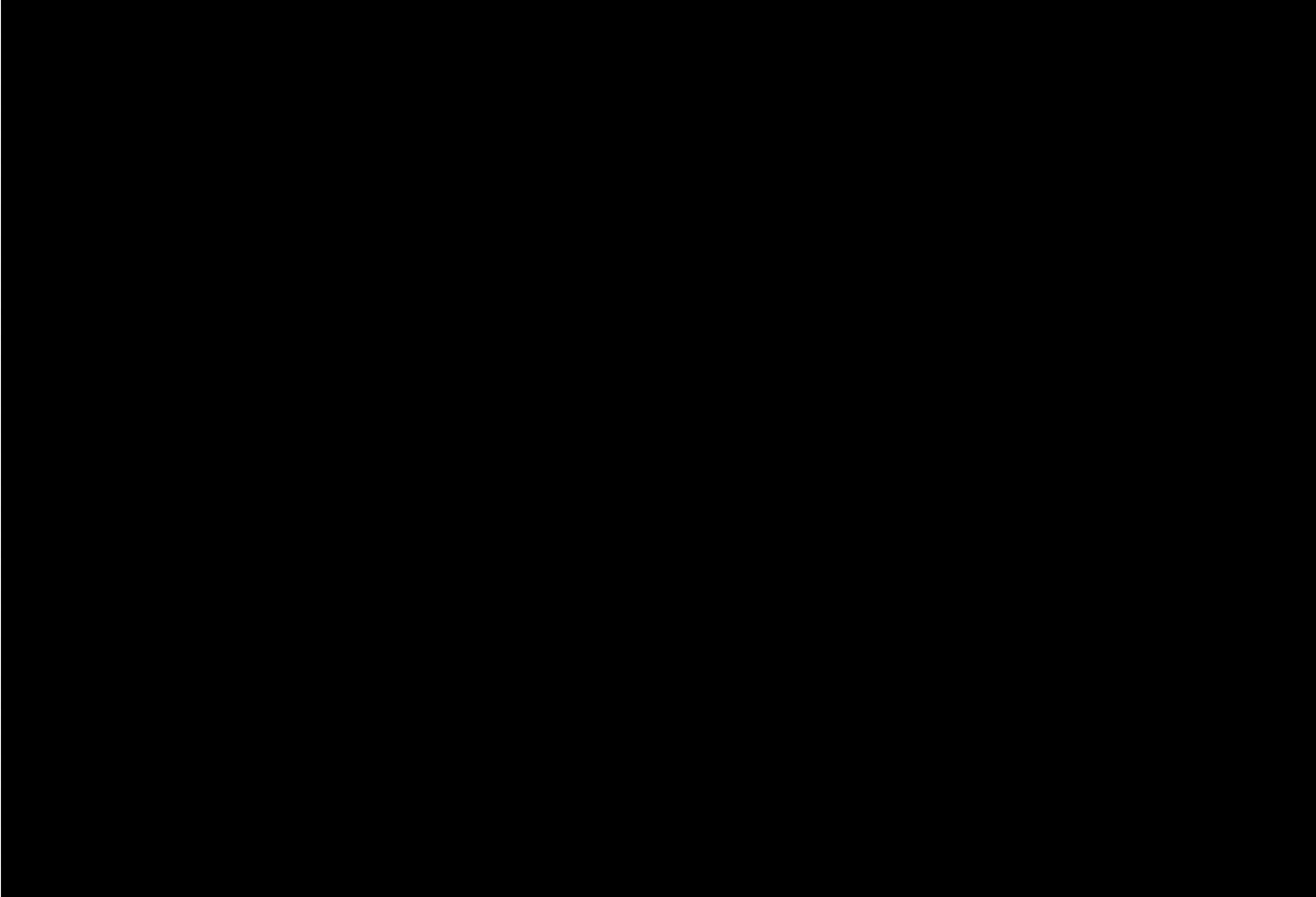
**ANNEX 1
PRICES FOR EXPRESS MAIL INTERNATIONAL**

RATE GROUPS 1 – 9

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
0.5									
1									
2									
3									
4									
5									
6									
7									
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**ANNEX 1
PRICES FOR EXPRESS MAIL INTERNATIONAL**

RATE GROUPS 1 – 9

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
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**ANNEX 1
PRICES FOR EXPRESS MAIL INTERNATIONAL**

RATE GROUPS 10 – 17

Weight Not Over (LBS)	Group 10	Group 11	Group 12	Group 13	Group 14	Group 15	Group 16	Group 17
0.5								
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
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19								
20								
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26								
27								
28								
29								
30								
31								
32								
33								
34								
35								

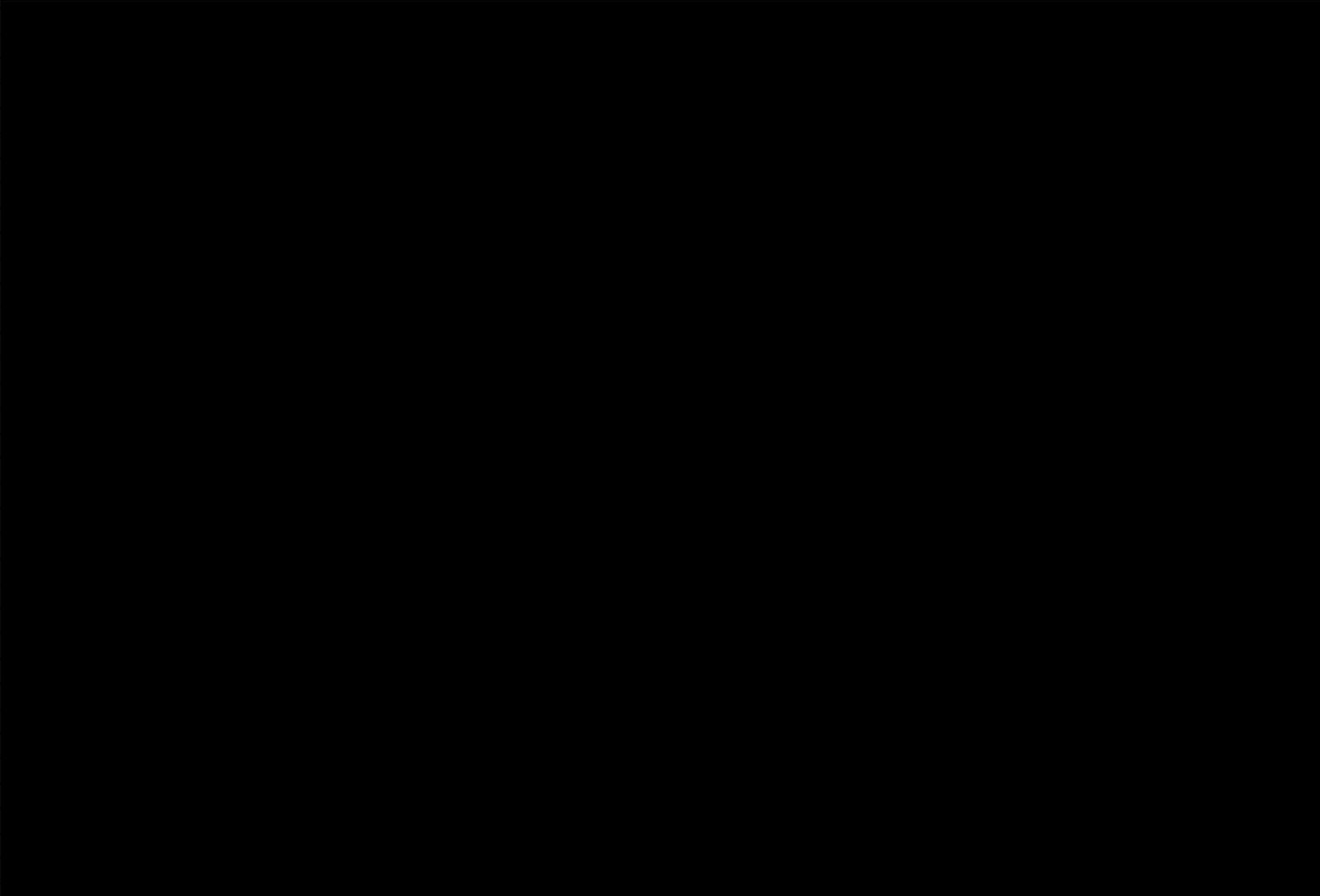
**ANNEX 1
PRICES FOR EXPRESS MAIL INTERNATIONAL**

RATE GROUPS 10 – 17

Weight Not Over (LBS)	Group 10	Group 11	Group 12	Group 13	Group 14	Group 15	Group 16	Group 17
36								
37								
38								
39								
40								
41								
42								
43								
44								
45								
46								
47								
48								
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61								
62								
63								
64								
65								
66								
67								
68								
69								
70								

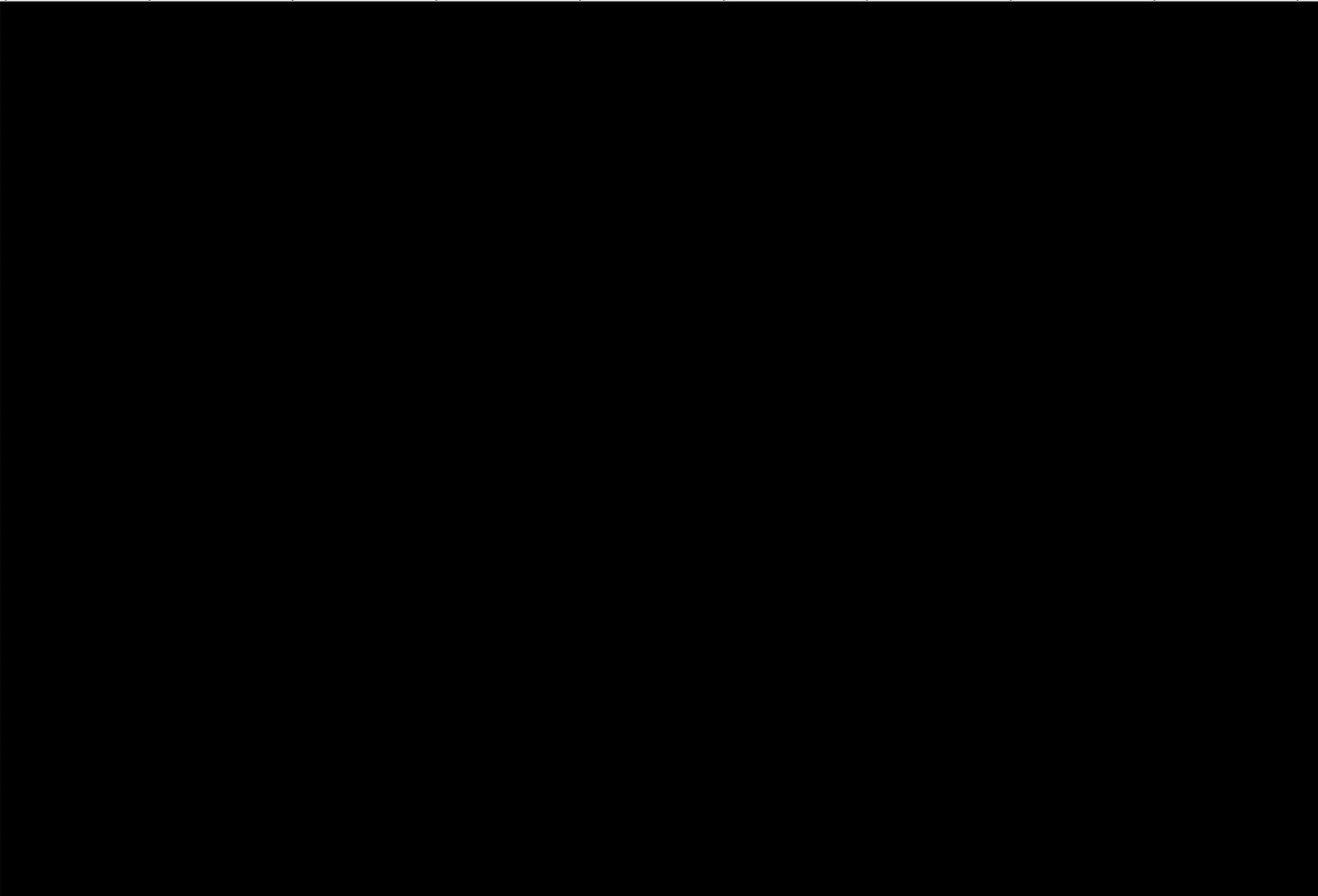
ANNEX 1
PRICES FOR PRIORITY MAIL INTERNATIONAL

RATE GROUPS 1 – 9

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
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18									
19									
20									
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22									
23									
24									
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26									
27									
28									
29									
30									
31									
32									
33									
34									
35									

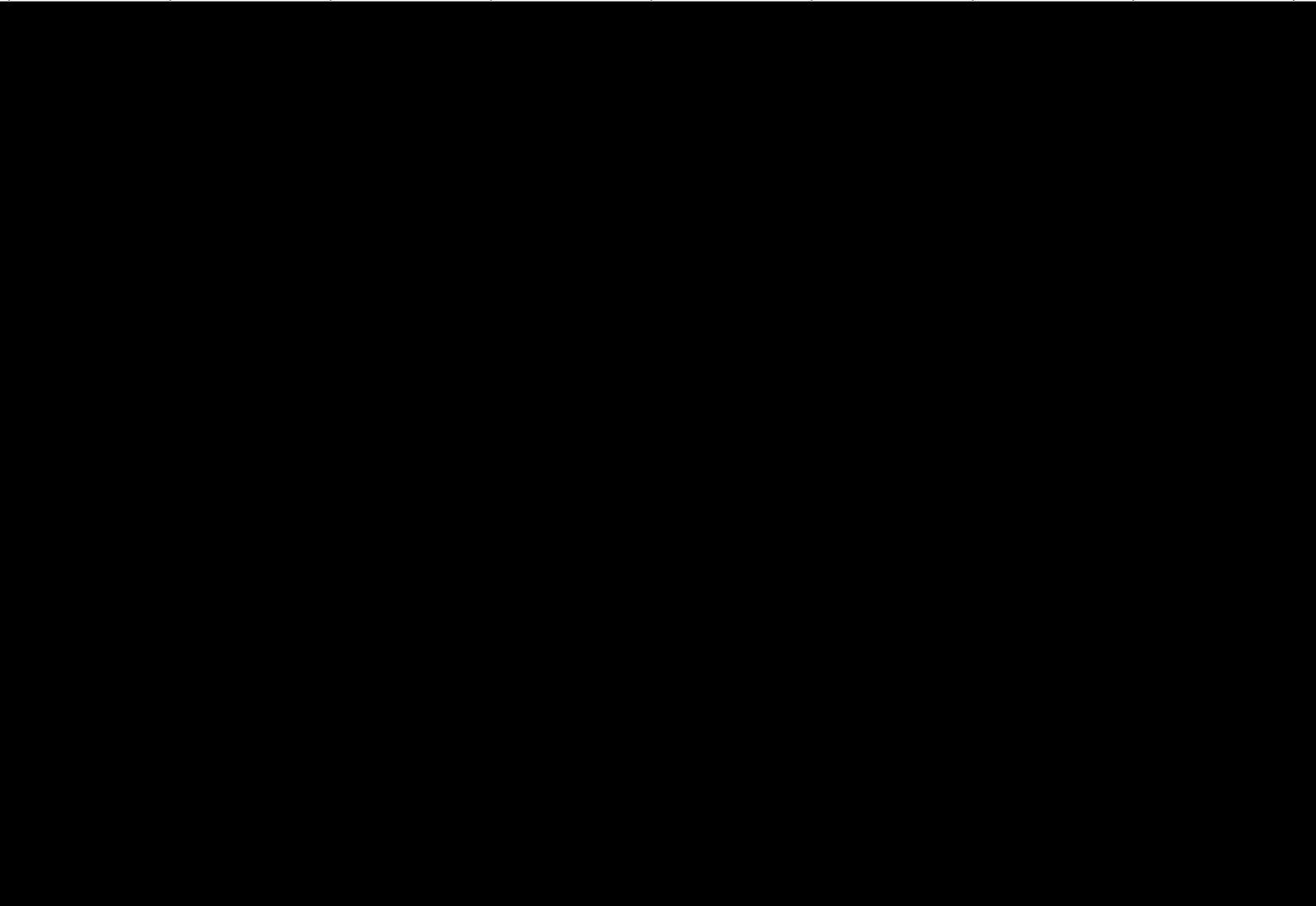
**ANNEX 1
PRICES FOR PRIORITY MAIL INTERNATIONAL**

RATE GROUPS 1 – 9

Weight Not Over (LBS)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									
53									
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55									
56									
57									
58									
59									
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61									
62									
63									
64									
65									
66									
67									
68									
69									
70									

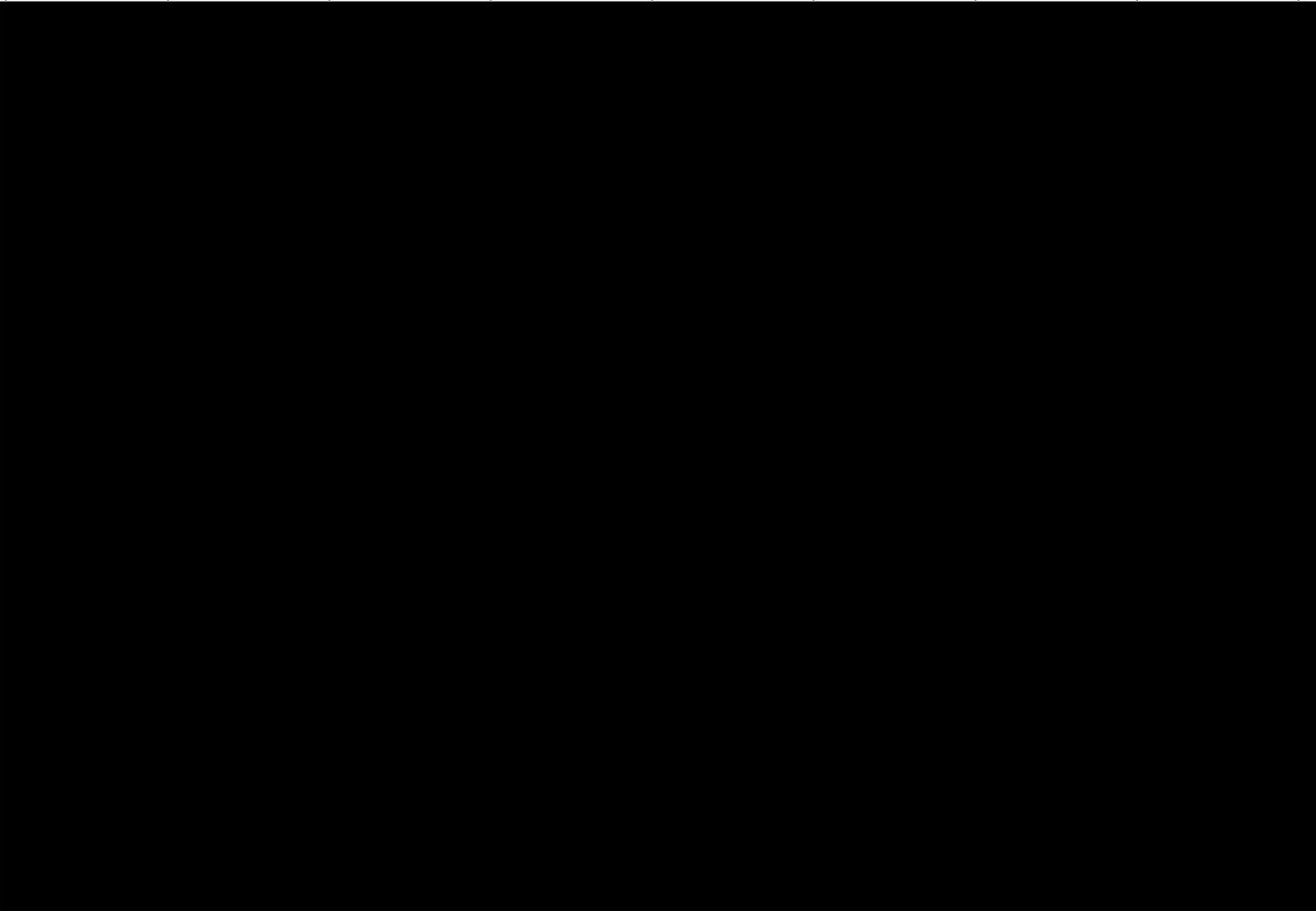
ANNEX 1 PRICES FOR PRIORITY MAIL INTERNATIONAL

RATE GROUPS 10 – 17

Weight Not Over (LBS)	Group 10	Group 11	Group 12	Group 13	Group 14	Group 15	Group 16	Group 17
1								
2								
3								
4								
5								
6								
7								
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31								
32								
33								
34								
35								

ANNEX 1
PRICES FOR PRIORITY MAIL INTERNATIONAL

RATE GROUPS 10 – 17

Weight Not Over (LBS)	Group 10	Group 11	Group 12	Group 13	Group 14	Group 15	Group 16	Group 17
36								
37								
38								
39								
40								
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