

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

COMPETITIVE PRODUCT PRICES
GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 1
(MC2010-21)
NEGOTIATED SERVICE AGREEMENT

Docket No.
CP2011-55

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

On December 28, 2010, the Postal Service filed a Notice of Filing a Functionally Equivalent Global Reseller Expedited Package 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 Reseller Expedited Package 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 Reseller Expedited Package Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2011-55, 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

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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] ("Reseller"), a corporation organized and existing under the laws of [REDACTED] with principal 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 Reseller 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 Reseller 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 Reseller 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 Reseller may make of discounted prices for Express Mail International and Priority Mail International.

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

- 4 "PC Postage Provider" means any one of the USPS-authorized providers of software-based solutions for managing postage accounts listed in DMM 604.4.1.4.
- 5 "Qualifying Mail" means mail that meets the requirements set forth in Article 3 of this Agreement.
- 6 "Non-Qualifying Mail" means mail that does not meet the requirements set forth in Article 3 of this Agreement.
- 7 "Reseller's Designated Customers" means [REDACTED]

[REDACTED]

ARTICLE 3. QUALIFYING MAIL

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 Envelope and in IMM 230 for Priority Mail International, with the exception of the ~~Priority Mail International Flat-Rate Envelopes, and Priority Mail International Flat-Rate Boxes~~, shall be considered as Qualifying Mail.

ARTICLE 4. NON-QUALIFYING MAIL

Express Mail International and Priority Mail International tendered to the USPS at a Bulk Mail Entry Unit or a USPS retail window shall be considered Non-Qualifying Mail. The USPS, at its option and without forfeiting any of its rights under this Agreement, either may refuse to accept Non-Qualifying Mail or may accept Non-Qualifying Mail at the applicable published prices.

ARTICLE 5. OBLIGATIONS OF THE USPS

The USPS hereby agrees:

1. Postage. To provide discounted prices for Qualifying Mail paid for and tendered as required by this Agreement.
2. Notice of Postage Due. To provide the Reseller with a statement to support the calculation of postage due to the USPS as a result of discrepancies between the PC postage applied by Reseller's Designated Customers sending Qualifying Mail and the actual postage due to the USPS under this Agreement.
3. Confidentiality. To seek non-public treatment of information it determines to be eligible for protection from public disclosure when it files the Agreement and any subsequent reports or information pertaining to the Agreement with the Postal Regulatory Commission.

ARTICLE 6. OBLIGATIONS OF THE RESELLER

The Reseller hereby agrees:

1. Prices. To offer the Reseller's Designated Customers the prices based on this Agreement in accordance with Annex 1. Subject to the conditions of this Agreement, the Reseller has the right to offer all or a portion of the discounts represented in Annex 1, provided that any difference between discounts offered by the Reseller and discounts represented in Annex 1 are handled by the Reseller itself and not by the PC Postage Provider. In no case shall the price the Reseller offers its customers be higher than the published USPS published price for the product.
2. Payment Method. To pay postage to the USPS through the intermediary of a USPS-approved PC Postage Provider of the Reseller's choosing provided that the PC Postage Provider is listed as approved in DMM 604 4 1 4 and capable of programming rates based on this instrument and capable of complying with USPS reporting requirements related to this Agreement, as well as other obligations, such as the requirement to furnish electronic customs information under paragraph 5 of this Article. The Reseller further agrees to use only one USPS-approved PC Postage Provider at a time. Subject to the approval of the USPS, the Reseller may change from one PC Postage Provider to another under the terms of Paragraph 3 below.
3. Advance Notification. To provide, as provided for in **Article 27**.

- a. The Manager, Customized Mail, USPS, with notification of the USPS-approved PC Postage Provider the Reseller intends to use at least fifteen days in advance of the of the first use the PC Postage Provider in connection with this Agreement
 - b. The Manager, Customized Mail, USPS, with notification of the Reseller's intent to change PC Postage Providers and the name of the new PC Postage Provider the Reseller intends to use at least fifteen days in advance of the effective date of the change from one PC Postage Provider to another.
 - c. The Manager, Customized Mail, USPS, with any and all relevant information required to identify a particular sender tendering Qualifying Mail to the USPS under the pricing terms of this Agreement, as quickly as possible after the relevant information has been determined
4. Tender To require that the Reseller's Designated Customers 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 USPS retail window, or a commercial mail receiving agency.
 5. Customs and Export Documentation. To require that Reseller's Designated Customers and/or PC Postage Provider 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 Reseller further understands and agrees to notify the Reseller's Designated Customers 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.
 6. Customs and Export Requirements. To require the Reseller's Designated Customers 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 outbound processing, carriage, and handling of its mail, according to any requirements specified by those authorities
 7. Software. To require the Reseller's Designated Customers to apply ~~address labels and Customs declarations to Qualifying Mail using the~~ software provided by the approved PC Postage Provider which the Reseller has identified as its chosen postage payment intermediary

8. Notices to Reseller's Designated Customers. To provide notice to the Reseller's Designated Customers of the terms and conditions identified in this Agreement as requiring such notice.
9. Postage Due. To pay postage due to the USPS as a result of discrepancies between the PC postage applied by the Reseller's Designated Customers and the actual postage due to the USPS under this Agreement
10. 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 Reseller by the USPS
11. Monitoring Eligibility for Discounts available to Reseller's Designated Customers under this Agreement. To provide USPS on the fifteenth business day of every month with a list of customers of the Reseller which qualify as Reseller's Designated Customers

[REDACTED]

[REDACTED] In the event that a customer of the Reseller that previously qualified as a Reseller's Designated Customer no longer qualifies as a Reseller's Designated Customer, Reseller shall provide notice to the customer, within 20 days after the last day of the month in which the customer did not pay sufficient postage in Qualifying Mail to qualify as a Reseller's Designated Customer, that the customer is not eligible for the discounts under this agreement for the following month, and shall terminate any such customer's access to prices based on Annex 1 no later than the end of the month in which notice is given.

12. Reporting Requirement. To provide to the Postal Service on the fifteenth business day of each month a report which includes the following:
 - a. a list of customers of the Reseller that have qualified as Reseller's Designated Customers for the following month.
 - b. specific data concerning the customers of the Reseller that qualified as Reseller's Designated Customers for the preceding month, which shall include
 1. a list of Reseller's Designated Customers that had access to the prices offered in this Agreement for the preceding month.
 2. the USPS mailing activity of each Reseller's Designated Customer for the preceding month at the country level, by product, origin ZIP, by weight step based on actual mailpiece weight, and by rate group.
 3. a total transaction amount for each such mailpiece, which excludes any extra USPS service fees associated with each mailpiece.
 - c. a summary of revenue and transactions concerning extra USPS services fees purchased by Reseller's Designated Customers

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 Reseller is not obligated to specify which of Reseller's Designated Customers purchased which extra services. Reseller shall provide revenue and transaction reporting concerning insurance in the following format:

Example summary table:

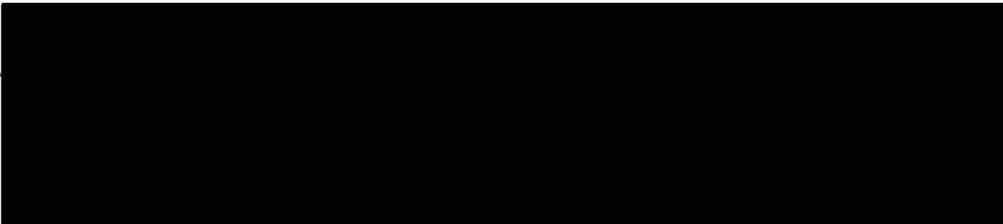
Insurance Value Increment:

Priority Mail International Insurance

Level	Revenue	Volume
\$.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
\$.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		



[REDACTED]

14. [REDACTED]

ARTICLE 7. POSTAGE UPDATES

- 1 In the event that the USPS incurs an increase in costs in excess of [REDACTED] [REDACTED] associated with providing this service, the USPS shall notify the Reseller and modify the prices established under this Agreement. [REDACTED]
- 2 The prices in the Annex 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 the Annex 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 Reseller 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 8. MINIMUM COMMITMENT

- 1 The Reseller is required to meet an annualized minimum commitment of [REDACTED]
- 2 In the event that the Reseller does not achieve the postage commitment in Paragraph 1 of this Article, the Reseller agrees to pay to the USPS [REDACTED]
- 3 ~~The USPS shall perform a periodic review of the Reseller's progress~~ toward achieving the annualized minimum commitment in Paragraph 1 of this Article. These reviews shall take place on a quarterly basis and the first review shall take place following the first ninety (90) days after the date which the USPS is willing to accept Qualifying Mail. The first one

hundred and eighty (180) days of the agreement shall be considered a ramp up period. At the time of the second review, to take place after the first one hundred and eighty (180) days after the date which the USPS is willing to accept Qualifying Mail, the Reseller is expected to be performing at a level sufficient to show the ability to achieve the overall postage commitment in Paragraph 1 of this Article. Nothing in the review process is intended to affect the Reseller's annualized minimum commitment in Paragraph 1 of this Article.

ARTICLE 9. 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. The Reseller shall notify the Reseller's Designated Customers that there is no service guarantee for mail tendered to the USPS at the discounted prices provided through this Agreement.

ARTICLE 10. CUSTOMS DUTIES AND TAXES

Customs duties and taxes for packages mailed under this Agreement are the responsibility of the addressee. The Reseller shall notify the Reseller's Designated Customers that Customs duties and taxes for packages mailed under this Agreement are the responsibility of the addressee.

ARTICLE 11. TERM OF THE AGREEMENT

1. The USPS will notify the Reseller 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 12. The Effective Date will be no earlier than February 17, 2011.
2. The USPS shall have no obligation to notify the Reseller of the status of the approval process or of potential fulfillment of the approval process.

ARTICLE 12. 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 11, the minimum commitment in Article 8 shall be calculated on a *pro rata* basis to reflect the actual duration of the Agreement.
3. In the event of early termination under this Article, the Reseller shall notify its PC Postage Provider and the Resellers' Designated Customers of the

date the discounted prices will no longer be available to then through this Agreement.

ARTICLE 13. 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 Articles 7, and with the exception of a notice of termination 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 Reseller 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 Reseller of the status of the approval process or of potential fulfillment of the approval process.

ARTICLE 14. ENTIRE AGREEMENT AND SURVIVAL OF OBLIGATIONS

1. This Agreement, including all Annexes thereto, 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.
2. The obligations of the Parties with respect to confidentiality, as provided for in Article 5, Paragraph 3, Article 6, Paragraph 10; and Article 16 will expire ten (10) years from the date of termination or expiration of this Agreement.
3. The obligations of the Parties with respect to notice and payment of postage due, as provided for in Article 5, Paragraph 2, and Article 6, Paragraph 9, will expire ninety (90) days from the date of termination or expiration of this agreement.

ARTICLE 15. 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 16. CONFIDENTIALITY

The Reseller 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 Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding. The Reseller 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 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 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 Reseller, the USPS will notify the Reseller of the docket number of the Commission proceeding to establish the prices in this instrument once assigned.

ARTICLE 17. 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 18. INDEMNITY

The Reseller 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 Reseller 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 Reseller shall not be liable for any consequential damages suffered by the USPS.

ARTICLE 19. GOVERNING LAW

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

ARTICLE 20. SUSPENSIONS OF MAIL SERVICE

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USPS [REDACTED] 12/2016

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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 Reseller shall notify the Reseller's Designated Customers not to tender Express Mail International or Priority Mail International, as appropriate, to the USPS until service is restored.

ARTICLE 21. ASSIGNMENT

The rights of each Party under this Agreement, with the exception of the Reseller's right to provide the Reseller's Designated Customers with access to a portion or all of its discount from the applicable published postage prices, are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

ARTICLE 22. 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 23. MAILABILITY AND IMPORTABILITY

All items mailed under this Agreement must conform to the mailability requirements of the USPS as detailed in the IMM 130 and conform to the importation restrictions of the destination countries. The Reseller is solely responsible for notifying the Reseller's Designated Customers of their responsibility for the importation status of the products mailed under this Agreement as detailed in IMM 112.

ARTICLE 24. SUPERSEDING TERMS AND CONDITIONS

- 1 The Parties acknowledge and understand that all obligations of the USPS under this Agreement, including the prices listed in the Annex, shall be contingent upon 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 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 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 Reseller 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.
- 3 The prices listed in the Annex 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 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 section(s) at the time this Agreement is signed by the Parties. 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. FRAUD

The Reseller shall notify the Reseller's Designated Customers that providing false information to access discounted rates or pay less than the applicable postage due through the use of a PC Postage provider may subject the Reseller's Designated Customers to criminal and/or civil penalties, including fines and imprisonment.

ARTICLE 27. NOTICES

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

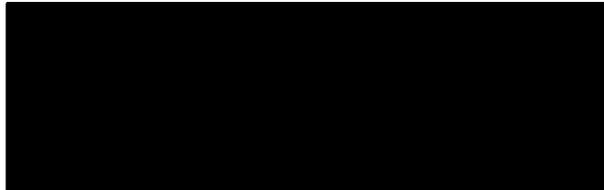
To the USPS:

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 Reseller:



or via e-mail:

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

ARTICLE 28. DISCLAIMER

The Reseller is not an agent of the USPS and must act in its own capacity in securing business from the Reseller's Designated Customer.

ARTICLE 29. NOTICE

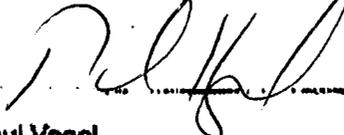
The Reseller acknowledges and understands that the USPS may review its product offerings during the term of this Agreement and that the USPS may modify existing product offerings during the term of this Agreement in a manner that could affect the Reseller's ability to achieve the volume commitment in Article 8.

ARTICLE 30. COUNTERPARTS

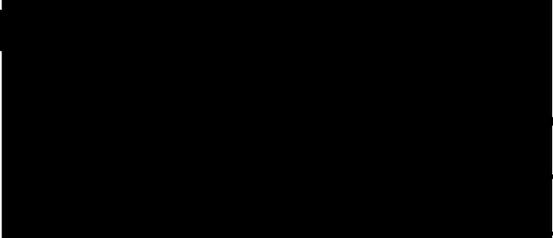
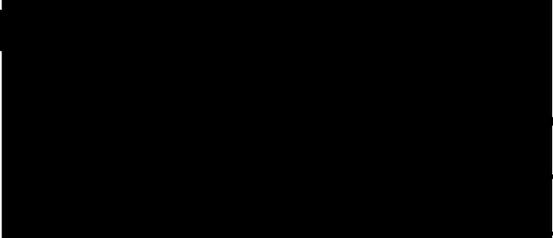
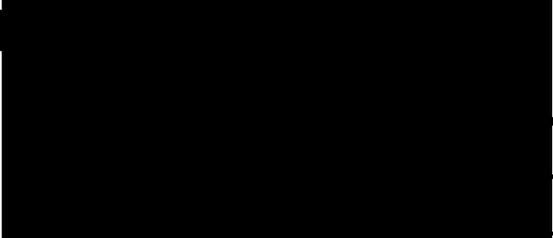
The Parties may execute this Agreement in one or more counterparts (including by facsimile or by electronic means such as pdf format), not all Parties need be signatories to the same documents, and all counterpart-signed documents shall be deemed an original and one instrument

In witness whereof, each Party to this Agreement has caused it to be executed on the letter 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: 12-29-10

Annex 1

PRICES FOR EXPRESS MAIL INTERNATIONAL AND
PRIORITY MAIL INTERNATIONAL

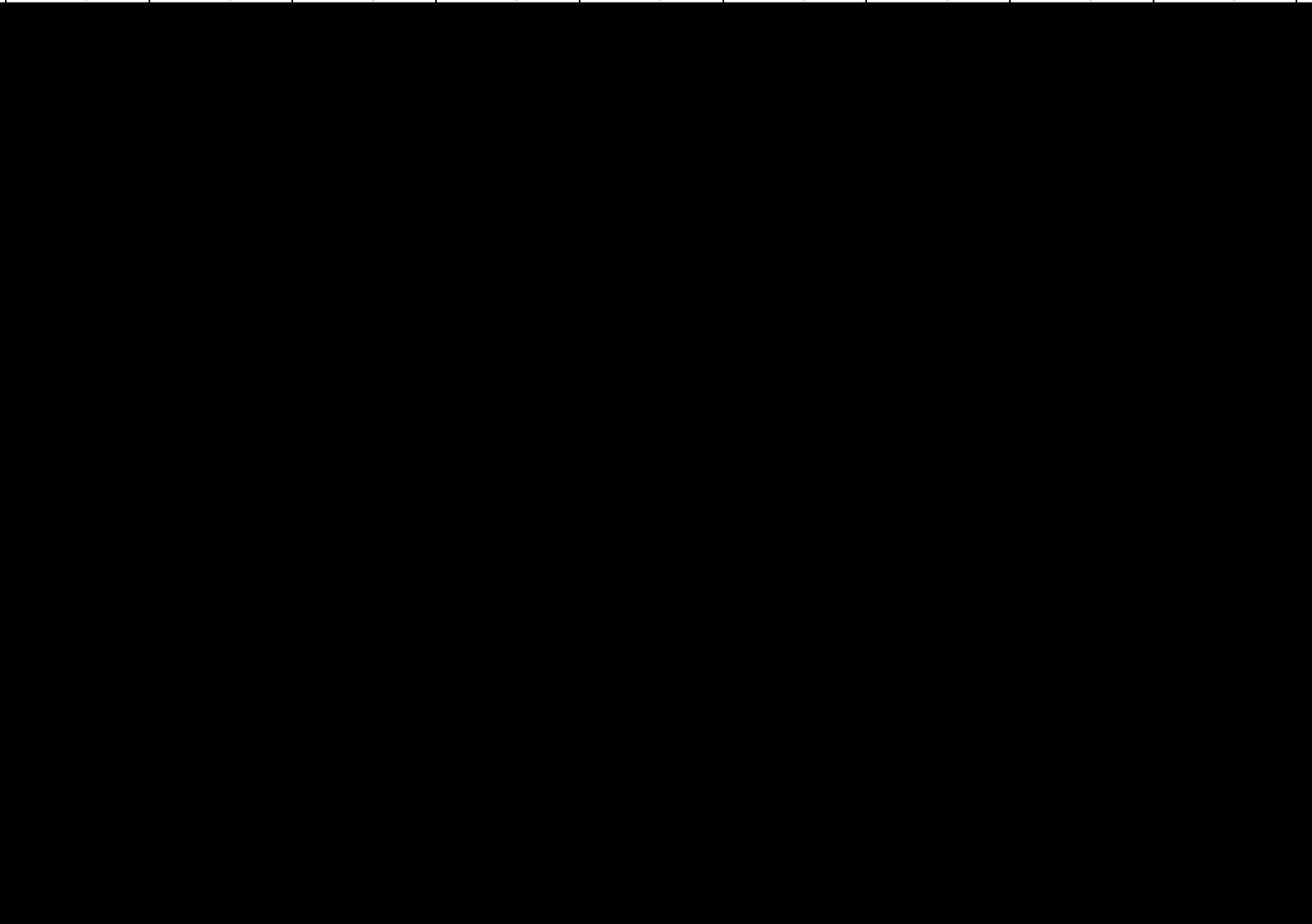
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USPS  120810

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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
0.5									
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
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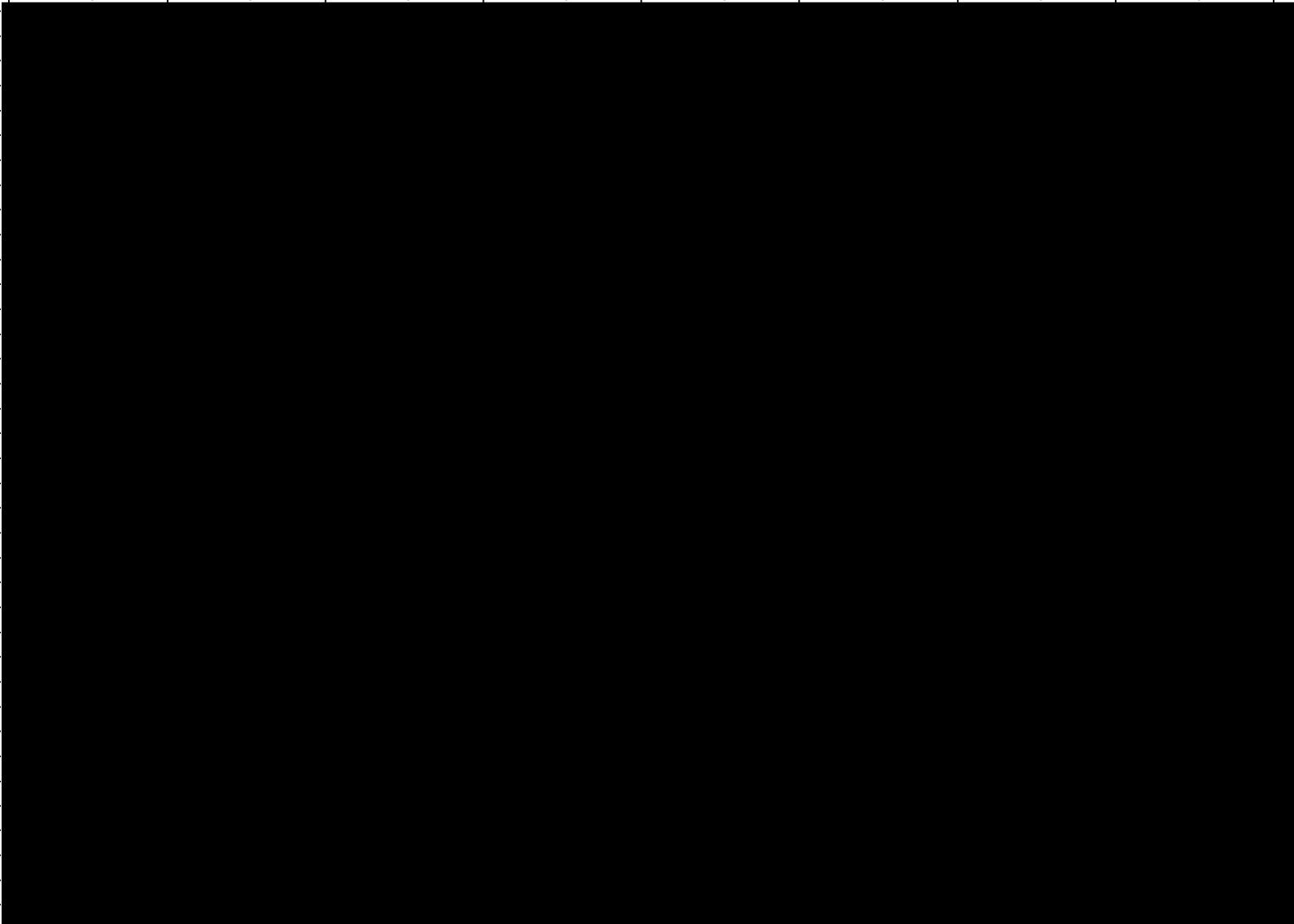
**ANNEX 1
PRICES FOR EXPRESS MAIL INTERNATIONAL**

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
36									
37									
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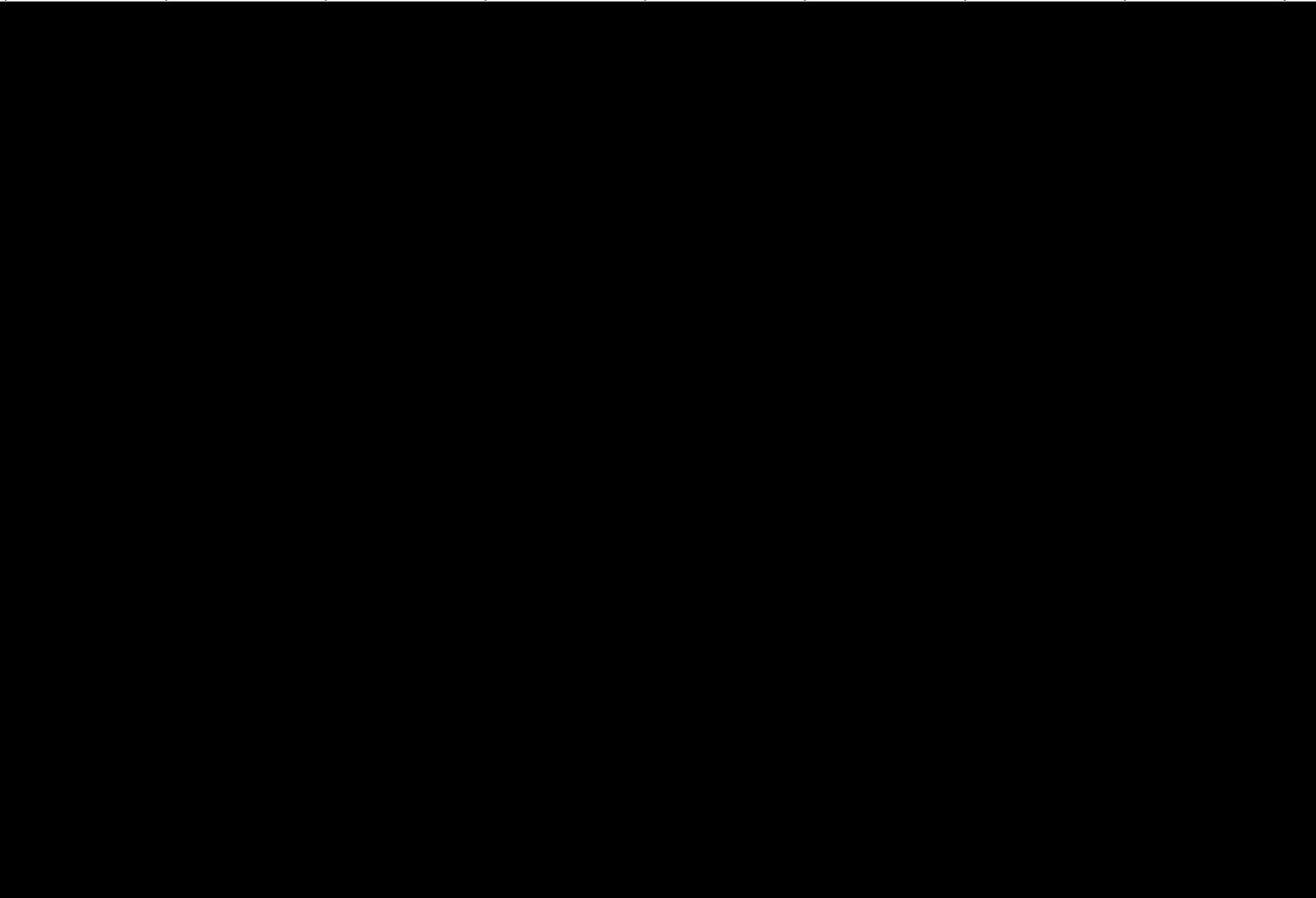
**ANNEX 1
PRICES FOR EXPRESS MAIL INTERNATIONAL**

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								
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10								
11								
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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
36								
37								
38								
39								
40								
41								
42								
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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									
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33									
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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									
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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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**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								
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