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

COMPETITIVE PRODUCT PRICES GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS NON-PUBLISHED RATES 2 (MC2010-29)	Docket No. CP2011-45

CUSTOMER CONTRACT FILING NOTICE FOR
GLOBAL EXPEDITED PACKAGE SERVICES – NON-PUBLISHED RATES 2
SERIAL NUMBERS ENDING: 0133-136, 0138-139, 0141-147, 0150, AND 0153
(August 26, 2011)

In compliance with Order No. 630,[1] the United States Postal Service gives notice of filing Global Expedited Package Services – Non-Published Rates 2 (GEPS NPR 2) customer agreements with serial numbers ending in 0133-136, 0138-139, 0141-147, 0150, and 0153.[2] The Postal Service also gives notice of filing the inputs used to generate customer-specific pricing for each of these agreements. The effective dates for the agreements filed with this notice are listed below. In response to Order No. 728,[3] the Postal Service is also providing notice of the specific GEPS – NPR 2 model contract from which the contracts filed with this notice were generated.

All of the customer agreements for which the Postal Service is giving notice were generated from the revised model agreement recently filed with the Commission.[4] Because these customer agreements are derived from a common template, these

[1] Order No. 630, Order Adding Global Expedited Package Services – Non-Published Rates 2 to the Competitive Product List, Docket No. CP2011-45, December 30, 2010, at 5.
[2] The full serial number, which contains fields useful to the Postal Service's administration of the contracts, appears on the first page of each contract and in the body of this Notice.
[3] Order No. 728, Order Concerning Global Expedited Package Services – Non-Published Rates 2 Model Contract, Docket No. CP2011-45, May 13, 2011, at 4.
[4] Notice of the United States Postal Service Concerning Global Expedited Package Services – Non-Published Rates 2 Model Contract, Docket No. CP2011-45, April 19, 2011.

contracts would appear essentially the same when redacted. Therefore, the Postal Service is filing all of these contracts with the Commission under seal, but is filing publicly, as Attachment 1, only a representative agreement for these contracts, the customer agreement with serial number NPR2-FY11-JUL11-M-T1-0133.

The unredacted versions of the inputs worksheets for the agreements for which the Postal Service is providing notice are being filed with the Commission under seal. The redacted versions of these input worksheets that were used to generate customer-specific rate tables for the agreements for which the Postal Service is providing notice would appear very similar if filed electronically. Therefore, the Postal Service is filing publicly with this notice only the redacted inputs worksheet for the NPR2-FY11-JUL11-M-T1-0133 agreement, in native format.

The Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's December 15, 2010, notice in this docket.[5] The application protects from disclosure the information that has been redacted from the documents that the Postal Service is filing publicly today with this notice. The application also would protect from disclosure similar information in the remaining contracts that the Postal Service is filing today with the Commission under seal in this docket.

SERIAL NUMBER	EFFECTIVE DATE
NPR2-FY11-JUL11-M-T1-0133	August 23, 2011
NPR2-FY11-JUL11-M-T3-0134	August 23, 2011
NPR2-FY11-JUL11-N-T2-0135	September 1, 2011

[5] Notice of the United States Postal Service Concerning Global Expedited Package Services – Non-Published Rates and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2011-45, December 15, 2010, at Attachment 1.

NPR2-FY11-JUN11-N-T3-0136	August 18, 2011
NPR2-FY11-JUL11-M-T4-0138	August 22, 2011
NPR2-FY11-JUL11-M-T1-0139	August 22, 2011
NPR2-FY11-JUL11-M-T1-0141	August 22, 2011
NPR2-FY11-JUL11-N-T4-0142	August 23, 2011
NPR2-FY11-JUL11-N-T2-0143	August 23, 2011
NPR2-FY11-JUL11-M-T7-0144	August 23, 2011
NPR2-FY11-JUL11-N-T1-0145	August 29, 2011
NPR2-FY11-JUN11-M-T1-0146	August 29, 2011
NPR2-FY11-JUL11-M-T7-0147	September 1, 2011
NPR2-FY11-JUL11-N-T1-0150	August 29, 2011
NPR2-FY11-JUL11-MN-T3-0153[6]	August 29, 2011

Respectfully submitted,

UNITED STATES POSTAL SERVICE
By its attorneys:

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August 26, 2011

[6] The agreement with the serial number NPR2-FY11-JUL11-MN-T3-0153 includes two Annexes, one with prices for Express Mail International (EMI) and Priority Mail International (PMI) mailed within specific 3 digit ZIP Codes, and another with prices for EMI and PMI mailed from all other ZIP Codes.

NPR2-FY11-JUL11-M-T1-0133

GLOBAL CUSTOMIZED MAIL 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 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

By initialing one of the following two options, the Mailer hereby selects a postage payment method. This Agreement is not valid unless either Option A or B is chosen.

[redacted] Option A Postage Payment through a PC Postage Provider

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.

Initially, the Mailer chooses Endicia.com / Stamps.com as its USPS-approved PC Postage Provider.

_____ Option B Postage Payment through a Permit Imprint

The Mailer shall pay postage to the USPS through the use of a permit imprint subject to the conditions stated in IMM 152.4 and DMM 604.5.

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 under Option A above.

ARTICLE 4. QUALIFYING MAIL

Only mail that meets the requirements set forth in IMM 220 for Express Mail International, with the exception of any Flat Rate item, and in IMM 230 for Priority Mail International, with the exception of any Flat Rate item, shall be considered as Qualifying Mail, except as those requirements conflict with the applicable specific preparation requirements set forth in Article 6.

ARTICLE 5. TREATMENT OF NON-QUALIFYING MAIL

1. Under Option A and under Option B above, 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. Under Option A above, 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. Under Option A above, 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.

2. Under Option B above:

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

   b. International mailings must be separated from domestic mailings.

   c. Mailings processed using Global Shipping Software (GSS), or a USPS-approved functionally equivalent software, must:

      i. Be accompanied by a postage manifest;

      ii. Be paid for through the use of a Permit Imprint.

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 under Option A To provide the Mailer with an invoice for any penalties imposed as a result of the improper tender of mail.
7. Technical Assistance under Option B To provide the Mailer with technical assistance necessary to prepare information linkages, electronic data files, and data exchanges as required for the proper functioning of USPS-provided Global Shipping Software (GSS).

ARTICLE 8. OBLIGATIONS OF THE MAILER – GENERAL

The Mailer hereby agrees:

1. Postage To pay postage for Qualifying Mail according to the price charts in Annex 1.
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.

ARTICLE 9. ADDITIONAL OBLIGATIONS OF THE MAILER UNDER OPTION A

The Mailer, having chosen Option A above, hereby agrees:

1. Advance Notification To provide the Manager, Customized Mail, USPS, via e-mail to icmusps@usps.gov 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 twenty (20) days in advance of the anticipated change from one PC Postage Provider to another.

2. Tender To present the mailings to the USPS within one of the following ZIP Code defined areas:

   a. 005, 010-013, 015-017, 028-029, 052, 060-098, 100-127, 138-139, 170-171, 173-176, 178-199, 210, 212, 216, 219, each of these ZIP Codes being within two hundred (200) miles of the USPS International Service Center in New York, NY;

   b. 329, 330-334, 338-341, 349, each of these ZIP Codes being within two hundred (200) miles of the USPS International Service Center in Miami, FL;

   c. 460,462-469, 478-479, 490-491, 495, 520, 527-528, 530-532, 534-535, 537-539, 542-543, 549, 600-619, 625, 627, each of these ZIP Codes being within two hundred (200) miles of the USPS International Service Center in Chicago, IL;

   d. 900-908, 910-928, 930-935, each of these ZIP Codes being within two hundred (200) miles of the USPS International Service Center in Los Angeles, CA;

   e. 936-954, 956-959, 962-966, each of these ZIP Codes being within two hundred (200) miles of the USPS International Service Center in San Francisco, CA;

   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.

3. 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.

4. 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.

5. Penalty for the Improper Tender of Mail To pay:

   a. Any penalty the USPS may assess under the terms of Article 32 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] 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. ADDITIONAL OBLIGATIONS OF THE MAILER UNDER OPTION B

The Mailer, having chosen Option B above, hereby agrees:

1. Advance Notification To provide:

   a. The Manager, Customized Mail, USPS, 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 permit numbers. The message should include the permit number, the city, state, and ZIP Code where the permit is held, the name of the permit owner, and the requested implementation date.

   b. The appropriate USPS acceptance site(s) with notice of intent to mail.

2. Tender To present the mailings at a Business Mail Entry Unit (BMEU) approved by the USPS to receive Qualifying Mail within one of the following ZIP Code defined areas:

   a. 005, 010-013, 015-017, 028-029, 052, 060-098, 100-127, 138-139, 170-171, 173-176, 178-199, 210, 212, 216, 219, each of these ZIP Codes being within two hundred (200) miles of the USPS International Service Center in New York, NY;

   b. 329, 330-334, 338-341, 349, each of these ZIP Codes being within two hundred (200) miles of the USPS International Service Center in Miami, FL;

   c. 460,462-469, 478-479, 490-491, 495, 520, 527-528, 530-532, 534-535, 537-539, 542-543, 549, 600-619, 625, 627, each of these ZIP Codes being within two hundred (200) miles of the USPS International Service Center in Chicago, IL;

   d. 900-908, 910-928, 930-935, each of these ZIP Codes being within two hundred (200) miles of the USPS International Service Center in Los Angeles, CA;

   e. 936-954, 956-959, 962-966, each of these ZIP Codes being within two hundred (200) miles of the USPS International Service Center in San Francisco, CA;

in accordance with the scheduling procedures in place at the appropriate acceptance site(s).

3. Software To apply address labels and Customs declaration to Qualifying Mail:

   a. Using USPS-provided Global Shipping Software (GSS) or a USPS-approved functional equivalent of that software.

   b. In the event that the Mailer decides to use a functional equivalent to the USPS-provided Global Shipping Software (GSS) not approved by the USPS, the Mailer must seek the approval of the USPS prior to deploying such software. Such approval shall be in the sole and unreviewable discretion of the USPS but shall not be unreasonably withheld.

4. Information Link To establish the necessary linkages with the USPS so that:

   a. The Mailer and the USPS can exchange data transmissions concerning the Mailer's packages;

   b. The USPS can, at the Mailer's request, extract information by scanning the Mailer-provided barcode on each package.

5. Data Transmission To exchange electronic information with the USPS according to the instructions the USPS provides.

ARTICLE 11. 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] 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 12. TERM OF THE AGREEMENT

The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the signed Agreement from the Mailer. The Agreement shall remain in effect for one calendar year from the Effective Date unless terminated sooner pursuant to Article 13 or Article 17.

ARTICLE 13. 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, except as provided for in paragraph 2 below, 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 for any reason before the termination date provided for in Article 12, any penalties arising under Articles 9, 32, and 33, or any one of them, shall be enforceable, and the minimum commitment in Article 11 shall be enforceable but shall be calculated on a *pro rata* basis to reflect the actual duration of the Agreement.

ARTICLE 14. 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 15. 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 16. CUSTOMS DUTIES AND TAXES

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

ARTICLE 17. 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 14, 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 18. 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 20 shall expire ten (10) years from the date of termination or expiration of this Agreement.

ARTICLE 19. 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 20. CONFIDENTIALITY

The Mailer acknowledges that this 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 in which information related to this Agreement must be filed. 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 be required to file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets, including PRC Docket Numbers ACR2011 and ACR2012. 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. The docket number in which this Agreement will be filed is CP2011-45.

ARTICLE 21. 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 22. 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 23. 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 24. GOVERNING LAW

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

ARTICLE 25. 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 8 shall be recalculated *pro rata* to reflect the reduction in available service time.

ARTICLE 26. 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 27. 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 28. 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 29. 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 30. 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:

Managing Director, Global Business and Vice President
United States Postal Service
475 L'Enfant Plaza SW Room 1P830
Washington, DC 20260-0830

To the Mailer: [redacted]

or via e-mail:

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

To the Mailer at: [redacted]

ARTICLE 31. 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.

ADDITIONAL ARTICLES WHICH APPLY UNDER OPTION A ABOVE

ARTICLE 32. PENALTY FOR THE IMPROPER TENDER OF MAIL

The penalty for the improper tender of mail under Option A shall be [redacted]

ARTICLE 33. FRAUD

Under Option A above, 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: Frank A. Cebello

Name: Frank A. Cebello

Title: Executive Director, Global Business Management

Date: 7/27/11

ON BEHALF OF [redacted]

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 7/21/2011

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	[redacted]								
1									
2									
3									
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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	[redacted]								
37									
38									
39									
40									
41									
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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	[redacted]							
1								
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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	[redacted]							
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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	[redacted]								
2									
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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	[redacted]								
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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
1	[redacted]							
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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	[redacted]							
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