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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 8 (MC2016-5)	Docket No. CP2016-5

CUSTOMER CONTRACT FILING NOTICE FOR
GLOBAL EXPEDITED PACKAGE SERVICES – NON-PUBLISHED RATES 8
SERIAL NUMBERS ENDING: 0003 TO 0007
(December 10, 2015)

In compliance with Order No. 2774,[1] the United States Postal Service gives notice of filing Global Expedited Package Services – Non-Published Rates 8 (GEPS NPR 8) customer agreements with serial numbers ending in 0003 to 0007.[2] The effective dates for the five agreements filed with this notice are listed below.

The Postal Service is filing these contracts with the Commission under seal. The agreements are derived from a common template[3] and would appear essentially the same when redacted. Therefore, the Postal Service is filing publicly, as Attachment 1, a redacted version of the customer agreement with serial number NPR8-FY16-NOV15-N-T0-0003.

The unredacted version of the inputs worksheet that was used to generate customer-specific rate tables for the agreements for which the Postal Service is

[1] Order No. 2774, Order Adding Global Expedited Package Services – Non-Published Rates 8 to the Competitive Product List, Docket Nos. MC2016-5 and CP2016-5, October 23, 2015 at 7.
[2] The full serial number, which contains fields useful to the Postal Service's administration of the contracts, appears on the first page of the contract and in the text of this Notice.
[3] The common template is the GEPS – NPR 8 model contract, which was filed as Attachment 4 to the Request of the United States Postal Service to Add Global Expedited Package Services – Non-Published Rates 8 (GEPS – NPR 8) to the Competitive Products List and Notice of Filing GEPS - NPR 8 Model Contract and Application for Non-Public Treatment of Materials Filed Under Seal, Docket Nos. MC2016-5 and CP2016-5, October 9, 2015 ("GEPS – NPR 8 Notice").

providing notice is being filed with the Commission under seal. In addition, the Postal Service is filing publicly with this notice a redacted version of this inputs worksheet.

The Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's October 9, 2015, notice in this docket.[4] The application protects from disclosure the information that has been redacted from the contract and the inputs worksheet that the Postal Service is filing publicly today with this notice.

SERIAL NUMBER	EFFECTIVE DATE
NPR8-FY16-NOV15-N-T0-0003	December 1, 2015
NPR8-FY16-NOV15-N-T0-0004	December 15, 2015
NPR8-FY16-NOV15-N-T0-0005	December 15, 2015
NPR8-FY16-NOV15-N-T0-0006	December 15, 2015
NPR8-FY16-NOV15-N-T1-0007	December 15, 2015

[4] GEPS – NPR 8 Notice, at Attachment 1.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
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December 10, 2015

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.

1. Purpose of the Agreement. This Agreement shall govern the use the Mailer may make of customized mail service for Priority Mail Express International, Priority Mail International, and First-Class Package International Service; as well as customized mail service for Global Express Guaranteed if the Mailer selects Payment Option B, or selects Payment Option A and chooses a USPS-approved PC Postage Provider that offers capabilities for programming rates for GXG.

2. Choice of Payment Method. By initialing one of the following two options, the Mailer hereby selects a postage payment method for Qualifying Mail under this Agreement. This Agreement is not valid unless either Option A or [redacted]d.

[redacted]**ion 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 [redacted] as its USPS-approved PC Postage Provider.

[redacted] **Option B. Postage Payment through a Permit Imprint using USPS-provided Global Shipping Software (GSS).** The Mailer shall pay postage to the USPS through the use of a permit imprint subject to the conditions stated in IMM 152.6 and DMM 604.5.

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. Global Express Guaranteed, Priority Mail Express International, Priority Mail International, and First-Class Package International Service 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.

4. Qualifying Mail. (1) Under Option A above if the Mailer chooses a USPS-approved PC Postage Provider that does not offer capabilities for programming rates for GXG, only mail that meets the requirements set forth in IMM 220 for Priority Mail Express International, IMM 230 for Priority Mail International or IMM 250 for First-Class Package International Service, with the exception of: (a) Any Flat Rate item; (b) Any item destined for any country included in Country Groups E-1 and E-2 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740; (c) Any item addressed to persons or entities identified on the Office of Foreign Assets Control's (OFAC's) Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, the Bureau of Industry and Security's (BIS's) Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382; and (d) Any item tendered on behalf of third parties or entities identified on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382; shall be considered as Qualifying Mail, except as those requirements conflict with the applicable specific preparation requirements set forth in Article 6. (2) Under Option B above or under Option A above, if the Mailer chooses a USPS-approved PC Postage Provider that offers capabilities for programming rates for GXG, only mail that meets the requirements set forth in IMM 210 for Global Express Guaranteed, IMM 220 for Priority Mail Express International, IMM 230 for Priority Mail International, or IMM 250 for First-Class

Package International Service, with the exception of: (a) Any Flat Rate item; (b) Any item destined for any country included in Country Groups E-1 and E-2 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740; (c) Any item addressed to persons or entities identified on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382; and (d) Any item tendered on behalf of third parties or entities identified on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382; shall be considered as Qualifying Mail, except as those requirements conflict with the applicable specific preparation requirements set forth in Article 6.

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. (3) Any mailings by the Mailer of Non-Qualifying Mail processed using Global Shipping Software (GSS) must be paid for through the use of a permit imprint that is different from the permit imprint used to pay postage for Qualifying Mail under this Agreement.

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) must: (i) Be accompanied by a postage manifest; (ii) Be paid for through the use of a Permit Imprint.

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) Priority Mail Express International items refused by an addressee or that are undeliverable, to the Mailer via Priority Mail Express [redacted]. (b) Priority Mail International and First-Class Package International Service items refused by an addressee or that are undeliverable, to the Mailer in accordance with 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 in accordance with 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 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 proper functioning of USPS-provided Global Shipping Software (GSS).

8. Obligations of the Mailer – General. The Mailer hereby agrees: (1) Postage To pay postage: (a) For Priority Mail Express International and Priority Mail International Qualifying Mail in accordance with the price charts in Annex 1, and (b) For Global Express Guaranteed Qualifying Mail in accordance with the price chart in Annex 2, and (c) For First-Class Package International Service Qualifying Mail in accordance with the price chart in Annex 3. (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, OFAC, the U.S. Department of the Treasury, the U.S. Census Bureau, BIS, the U.S. Department of Commerce, the U.S. Department of State, the U.S. Customs & Border Protection, the U.S. Fish and Wildlife Service, the Transportation Security Administration, a destination country foreign government, or other governmental unit, in accordance with any requirements specified by those authorities. See IMM 5 for additional information. (4) Tender Not to: (a) Tender or attempt to tender any item

under this Agreement that is destined for any country included in Country Groups E-1 and E-2 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740; (b) Tender or attempt to tender any item addressed to persons or entities identified on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382; (c) Tender or attempt to tender any item on behalf of third parties or entities identified on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382. (5) 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. (6) Penalties To pay any fines or penalties as well as any other expenses, damages, and/or charges, including any applicable duties, taxes, and/or fees that result from an action of any other governmental entity that regulates exports and/or imports in relation to any item tendered under this agreement, or that results from the Mailer's failure to comply with applicable laws and regulations of the origin country, destination country, or any country through which a mailing tendered under this Agreement passes (including failure to provide necessary documentation and/or failure to obtain any required license or permit). (7) Advance Notification To provide the Manager, Customized Mail, USPS, via e-mail to icmusps@usps.gov with notification of the Mailer's intent to tender Qualifying Mail under this Agreement that requires a license from OFAC, BIS, or the U.S. Department of State not less than ten (10) days prior to tender of such items.

9. Additional Obligations of the Mailer Under Option A. The Mailer, having selected 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, in accordance with the Annexes to this Agreement, 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 selected 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 34 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 to [redacted] the USPS reserves the right to pursue other available remedies.

10. Additional Obligations of the Mailer Under Option B. The Mailer, having selected 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 in accordance with the Annexes to this Agreement and the scheduling procedures in place at the appropriate acceptance site(s). (3) Address Labels and Customs Declarations. (a) To create Address labels for Global Express Guaranteed, Priority Mail Express International, Priority Mail International, and First-Class Package International Service Qualifying Mail using USPS-provided Global Shipping Software (GSS); (b) To prepare Customs declarations: (i) For Priority Mail Express International, Priority Mail International, and First-Class Package International Service Qualifying Mail using USPS-provided Global Shipping Software (GSS); (ii) For Global Express Guaranteed Qualifying Mail using USPS-provided Global Shipping Software (GSS) and the procedures detailed in USPS Publication 141 *Global Express Guaranteed Service Guide*. (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 USPS in accordance with instructions USPS provides.

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 to [redacted] the USPS reserves the right to pursue other available remedies.

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. If the Effective Date of this Agreement is the first of the month, the Agreement shall remain in effect for one calendar year from the Effective Date (for example, if the Effective Date of the Agreement is April 1, the Agreement will expire on March 31 of the subsequent year), unless terminated sooner pursuant to Article 13 or Article 14. If the Effective Date of this Agreement is not the first of the month, the Agreement shall remain in effect until the last day of the month in which the Effective Date falls in the year subsequent to the Effective Date (for example, if the Effective Date of the Agreement is April 2 or a later day in April, the Agreement will expire on April 30 in the subsequent year), unless terminated sooner pursuant to Article 13 or Article 14.

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, 34, and 35, 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.

14. 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 15, shall be binding only if placed in writing and signed by each party. (2) Modifications may be contingent upon any and all necessary approvals by USPS management's executive committee, the Board of Governors of the USPS, the Governors of the USPS, the Postal Regulatory Commission, 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.

15. Postage Updates. (1) In the event that the USPS incurs an increase in costs [redacted] the USPS shall notify the Mailer and modify the prices established under this Agreement. [redacted] (2) The USPS will give the Mailer thirty (30) days' notice of changes to the prices in the Annexes to this Agreement. (3) Any revision of prices in the Annexes shall not be retroactive. (4) No price shall increase beyond the non-discounted published price for the affected service.

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

17. 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 regarding customized prices for Qualifying Mail commencing on the Effective Date of this Agreement, 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 5; and Article 19 shall expire ten (10) years from the date of termination or expiration of this Agreement.

18. 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.

19. 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 Agreement (including revenue, cost, or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. 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 CP2016-5.

20. 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.

21: Intellectual Property, Co-Branding and Licensing. The Mailer is allowed the use of the words "Global Express Guaranteed®," "Priority Mail Express International®," "Priority Mail International®," "First-Class Package International Service®," and "International Merchandise Return Service (IMRS)®" and the acronyms "GXG®," "PMEI™," "PMI™," "FCPIS®," and "IMRS®." The Parties acknowledge that in the service of marketing the products under this Agreement that such product marketing may be enhanced through the use of co-branding or the use of each Party's trademarks, logos or intellectual property. In such instances, the Parties acknowledge and agree that any use shall be subject to separate written agreements. The Parties acknowledge and agree that neither Party shall use the other Party's trademarks, logos or intellectual property until such time that a license for such use has been executed by the Parties and all laws and regulations required for such license's effectiveness have been perfected, which shall include but not be limited to any recordation requirements.

22. Limitation of Liability. (1) 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. (2) The USPS shall not be liable for any loss or expense, including, but not limited to fines and penalties, for the Mailer's or any other person's failure to comply with any export laws, rules, or regulations. (3) The USPS shall not be liable for any act or omission by any person not employed or contracted by the USPS, including any act or omission of the Mailer, the Mailer's customer, or the recipient of an item tendered under this Agreement. (4) Priority Mail Express International, Priority Mail International, and First-Class Package International Service Qualifying Mail mailed under this Agreement are not guaranteed against delay in delivery. Neither indemnity payments nor postage refunds will be made in the event of delay. (5) Unless otherwise specified by notice published in a future issue of the *Postal Bulletin* that a date-certain, postage-refund guarantee will be offered for this particular type of Global Customized Mail Agreement, Priority Mail Express International With Money-Back Guarantee Service Qualifying Mail mailed under this agreement is not guaranteed against delay in delivery, and neither indemnity payments nor postage refunds will be made in the event of delay. (6) Global Express Guaranteed Qualifying Mail mailed under this Agreement is insured against delay in delivery in accordance with USPS Publication 141 *Global Express Guaranteed Service Guide*. (7) The USPS bears no responsibility for the refund of postage for Qualifying Mail in connection with actions taken by Customs authorities.

23. Indemnity. The Mailer shall indemnify and save harmless the USPS and its officers, directors, agents, and employees from any and all claims, losses, costs, damages, or expenses or liabilities, including but not limited to penalties, fines, liquidated damages, charges, taxes, fees, duties, or other money due ("Claims") growing out of or connected in any other way with the discharge by the Mailer or its agent(s) of any undertaking contained in this Agreement, including Claims that result from the noncompliance of the Mailer with the laws of the United States and other countries.

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

25. Suspensions of Mail Service. In the event that a suspension of Global Express Guaranteed service, Priority Mail Express International service, Priority Mail International service, or First-Class Package 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 a Priority Mail Express International, Priority Mail International, or First-Class Package International Service shipment, as appropriate, to the USPS until service is restored. The annualized minimum commitment for Qualifying Mail set forth in Article 11 shall be recalculated pro rata to reflect the reduction in available service time.

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.

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.

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, IMM or Code of Federal Regulations 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, IMM or Code of Federal Regulations shall be applicable to this Agreement upon the effective date of such revisions.

29. Mailability, Exportability, and Importability. (1) All items mailed under this Agreement must conform to the mailability requirements of the USPS as detailed in the IMM 130 and USPS Publication 52; all applicable United States laws and regulations, including export control and customs laws and regulations; and all applicable importation restrictions of the destination countries. For each item mailed under this Agreement, the Mailer is responsible for notifying the Mailer's Customers of their responsibility for determining export and import requirements, obtaining any required licenses and permits, and ensuring that the recipient of the item is authorized by the laws of the United States as well as destination countries to receive the item, and for the exportation and importation status of the products mailed under this Agreement as detailed in IMM 112. (2) The Mailer is responsible for ensuring that no item mailed under this Agreement includes non-mailable dangerous goods. Internationally mailable dangerous goods include only certain biological substances, certain radioactive materials, and small lithium batteries packaged in the devices they are meant to operate, as described in greater detail in IMM 135. Hazardous materials listed within the Department of Transportation's regulations, including at 49 C.F.R. § 172.101, are known as dangerous goods that are prohibited from all international mail, as set forth in Exhibit 331 of USPS Publication 52. These substances and items are in addition to any prohibitions or restrictions on imports that may be found in the Individual Country Listings in the IMM. Penalties for knowingly mailing dangerous goods may include civil penalties pursuant to 39 U.S.C. § 3018 and criminal charges pursuant to 18 U.S.C. § 1716.

30. Warranties and Representations. The Mailer warrants and represents that the Mailer is not subject to, and is not related to, an entity that is subject to a temporary or other denial of export privileges by BIS and that the Mailer is not listed on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382.

31. Notices. All notices or demands to the Parties required by this Agreement shall be sufficient if delivered personally or mailed via Priority Mail Express, to the USPS: Managing Director, Global Business and Vice

President; United States Postal Service; 475 L'Enfant Plaza SW Room 5012; Washington, DC 20260-4016; or to the Mailer: [redacted] Or via e-mail to the United States Postal Service at: icmusps@usps.gov; or to the Mailer at: [redacted]

32. 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.

33. Conditions Precedent. (1) The Parties acknowledge and understand that all obligations of the USPS under this Agreement, including the prices listed in the Annex(es), 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, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that the Agreement may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. (2) In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of the Agreement. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

Additional Articles 34 and 35 Which Apply Under Option A of Article 2

34. Penalty for the Improper Tender of Mail. The penalty for the improper tender of mail under Option A shall be [redacted]

35. 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.

Additional Articles Which Concern International Merchandise Return Service (IMRS) and the International Returns Rebate Incentive

36. IMRS. IMRS is a non-published service offered by the USPS. In this Agreement, an "IMRS item" means a return shipment of PMEI and PMI Qualifying Mail by the tender of such an item to the designated postal operator of one of the countries designated in Annexes 4, 5, and 6 of this Agreement. IMRS items are intended for delivery from the countries designated in Annexes 4, 5, and 6 to addressees in the United States without payment of postage in the designated country. The USPS collects postage and fees for each IMRS item from the Mailer in the United States in accordance with Article 40 of this Agreement. IMRS items must bear a special IMRS label, in accordance with the IMRS Preparation Requirements documents mentioned in Article 38 of this Agreement.

37. **IMRS Availability.** IMRS is only available at the discretion of the USPS. Mailer acknowledges that IMRS may not be available during the term of this Agreement. (1) Only after Mailer has provided advance notification in accordance with Article 40(1), and the USPS has stated that IMRS is available to the Mailer, the Mailer may obtain the special IMRS labels for the return shipment of PMEI and PMI Qualifying Mail described in Article 36 of this Agreement during the term of this Agreement, but not after the expiration of this Agreement. (2) The countries from which IMRS is available may vary during the term of this Agreement. The USPS shall inform the Mailer if IMRS is no longer available to a country listed in Annex 4, 5, or 6 during the term of this Agreement. (3) The USPS reserves the right to terminate IMRS or IMRS service from a country at any time without prior notice. (4) No USPS insurance or USPS extra services will be available for IMRS items.

38. IMRS Specific Preparation Requirements. All IMRS items mailed under this Agreement must conform to the preparation requirements set forth in the separate IMRS Preparation Requirement documents specific for each designated country. The USPS shall provide the Mailer with such IMRS Preparation Requirement documents after the Mailer provides USPS with advance notification of the Mailer's intent to use IMRS in accordance with Article 40(1).

39. Obligations of the USPS concerning IMRS Items. The USPS hereby agrees to coordinate with the appropriate postal authority for the country in which the IMRS items are tendered for delivery of those items in the United States.

40. Obligations of the Mailer concerning IMRS Items. The Mailer 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 use IMRS, not less than thirty (30) days prior to Mailer's intent to use IMRS. (2) Postage. To pay postage for IMRS items in accordance with the prices listed in the applicable Annex(es) to this Agreement. (3) Payment Method. To pay postage directly to the USPS for all IMRS items under this Agreement in accordance with the postage payment requirements set forth in the IMRS Payment and Preparation Requirement documents to be provided by USPS to Mailer after Mailer provides advance notification to USPS of the Mailer's intent to use IMRS. (4) Origin Country Requirements. To comply with any requirements or orders of the Postal Operator of the country in which the IMRS shipment is tendered or any applicable laws of the country of origin. (5) Notification to Mailer's Customers. To provide notification to Mailer's customers of the following. (a) USPS insurance or USPS extra services are not available for IMRS items. (b) The USPS shall not be liable for any loss of IMRS items or damage to IMRS items mailed under the terms of this agreement. (c) The USPS reserves the right to terminate IMRS at any time without prior notice. (d) The USPS reserves the right to terminate at any time the participation of the Mailer or the participation of a customer of the Mailer in IMRS.

41. No Service Guarantee. Nothing in this Agreement shall be construed as a representation or guarantee by the USPS that IMRS items will be delivered to the appropriate addresses within any particular time.

43, Entire Agreement and Survival. (1) This Agreement, including all Annexes thereto, shall constitute the entire agreement between the Parties regarding IMRS commencing on the Effective Date of this Agreement, 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) In the event that either the Mailer or the USPS terminates this Agreement under the terms of Article 13 or 14 (before the original expiration date established in Article 12), or in the event that the Mailer and the USPS do not enter into a customized agreement upon the expiration of this current Agreement, Article 46 shall survive termination or expiration of this Agreement. All other Articles of this Agreement concerning IMRS items shall survive termination or expiration of this Agreement to the sole extent that they bear on the Parties' surviving obligations under Article 46.

44. Limitation of Liability. The USPS shall not be liable for any loss of IMRS items or damage to IMRS items mailed under the terms of this Agreement. The USPS is not responsible under the terms of this Agreement in the event that an IMRS item is lost, delayed, or misdelivered and nothing in this Agreement is intended to extend any rights to any persons or entities that are not parties to this Agreement.

45. Mailability, Customs, and Importability. All IMRS items mailed under this Agreement must conform to (a) the mailability requirements of the country in which the items are tendered, (b) the customs requirements of the United States of America, and (c) the importation and mailability restrictions of the United States of America available at http://www.upu.int/en/activities/customs/list-of-prohibited-articles.html.

46. Contingency Prices. In the event that either the Mailer or the USPS terminates this Agreement under the terms of Article 13 or 14 (before the original expiration date established in Article 12), or in the event that the Mailer and the USPS do not enter into a customized agreement upon the expiration of this current Agreement, the Mailer shall pay postage for any IMRS items the USPS receives after the agreed upon termination date or expiration date, as appropriate [redacted]

47. International Returns Rebate Incentive. (1) USPS shall provide a rebate up to a certain dollar amount per quarter, to be paid to Mailer, within one hundred and eighty (180) days of the expiration of this Agreement, for Mailer's purchase of postage for IMRS items for return of PMEI or PMI Qualifying Mail under this Agreement, from the Effective Date of this Agreement until 90 days after the expiration of this Agreement. The total possible rebate amount [redacted] destined to the countries for which IMRS item prices are provided in Annexes 4, 5, and 6 of this Agreement, after all applicable discounts have been applied. [redacted]

[redacted] (2)
The USPS reserves the right to terminate the IMRS rebate program that is the subject of this article at any time without prior notice. The USPS reserves the right to terminate at any time the participation of the Mailer or the participation of a customer of the Mailer in the IMRS rebate program.

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 USPS:

Signature: [signature]

Name: Frank A. Cebello

Title: Director, International Sales

Date: 11-30-2015

ON BEHALF OF [redacted]

Signature:

Name:

Title:

Date: 11-30-15

ANNEX 1 PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL AND PRIORITY MAIL INTERNATIONAL

ANNEX 2 PRICES FOR GLOBAL EXPRESS GUARANTEED

ANNEX 3 PRICES FOR FIRST-CLASS PACKAGE INTERNATIONAL SERVICE

ANNEX 4 PRICES FOR INTERNATIONAL MERCHANDISE RETURN SERVICE ITEMS RECEIVED FROM CANADA

ANNEX 5 PRICES FOR INTERNATIONAL MERCHANDISE RETURN SERVICE ITEMS RECEIVED FROM AUSTRALIA

ANNEX 6 PRICES FOR INTERNATIONAL MERCHANDISE RETURN SERVICE ITEMS RECEIVED FROM GREAT BRITAIN

ANNEX 1 – PRICE CHART A
PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL EXPRESS INTERNATIONAL
RATES FOR COUNTRY GROUPS 1-17

Weight Not Over (LBS)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
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ANNEX 1 – PRICE CHART B
PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL INTERNATIONAL
RATES FOR COUNTRY GROUP 1

Weight Not Over (LBS)	Origin Zone 1.1 & 1.2	Origin Zone 1.3	Origin Zone 1.4	Origin Zone 1.5	Origin Zone 1.6	Origin Zone 1.7	Origin Zone 1.8
1	[redacted]						
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ANNEX 1 – PRICE CHART C
PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL INTERNATIONAL
RATES FOR COUNTRY GROUPS 2-17

Weight Not Over (LBS)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	[redacted]															
2																
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ANNEX 2
PRICES IN UNITED STATES DOLLARS FOR GLOBAL EXPRESS GUARANTEED RATES FOR COUNTRY GROUPS 1-8

Weight Not Over (LBS)	1	2	3	4	5	6	7	8
0.5	[redacted]							
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gxg X / 11 15 **Note**: For items not in USPS-supplied Global Express Guaranteed envelopes, the chargeable weight is determined by comparing the dimensional weight (Length x Width x Height)/166 versus the actual weight. Whichever cost is greater of the two is the one that will be charged for a Global Express Guaranteed shipment.

ANNEX 3
PRICES IN UNITED STATES DOLLARS FOR FIRST-CLASS PACKAGE INTERNATIONAL SERVICE RATES FOR COUNTRY GROUPS 1-8

Weight Not Over (Oz)	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7	Price Group 8	Price Group 9
1	[redacted]								
2									
3									
4									
5									
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64									

ANNEX 4
PRICES IN UNITED STATES DOLLARS FOR INTERNATIONAL MERCHANDISE REPLY SERVICE ITEMS RECEIVED FROM CANADA

Weight In Pounds	Price
0.5	[redacted]
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33	

Weight In Pounds	Price
34	[redacted]
35	
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ANNEX 5
PRICES IN UNITED STATES DOLLARS FOR INTERNATIONAL MERCHANDISE REPLY SERVICE ITEMS RECEIVED FROM AUSTRALIA

Weight In Pounds	Price
1	[redacted]
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Weight In Pounds	Price
36	[redacted]
37	
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ANNEX 6
PRICES IN UNITED STATES DOLLARS FOR INTERNATIONAL MERCHANDISE REPLY SERVICE ITEMS RECEIVED FROM GREAT BRITAIN

Weight In Pounds	Price
0.5	[redacted]
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Weight In Pounds	Price
34	[redacted]
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