

USPS® DATA PROVIDER TERMS AND CONDITIONS

This license for USPS® data ("License") contains the terms and conditions specified by the United States Postal Service® (USPS®) in connection with Customer's use of the USPS Data (as defined herein), and is incorporated into the Experian Data Quality Standard Terms and Conditions (the "Agreement") by reference. Addendum 1 applies if Customer receives DPV™ and/or LACSLink™ data.

Definitions

"USPS Data" refers to address data created by United States Postal Service and provided to Customer as a component of Experian Data Quality's software products and/or services. USPS Data includes the ZIP + 4® Data, DPV Data, and LACSLink Data (as defined herein). It also includes any accompanying written materials that have been produced by Experian Data Quality.

"ZIP + 4 Data" refers to the ZIP + 4 and City State files for the United States of America produced by the USPS and provided to Customer in Experian Data Quality's proprietary format. ZIP + 4 Data is used in the following Experian Data Quality software products: QAS Pro and QAS Pro Web.

Any term not otherwise defined herein, shall have the meaning specified in the Agreement.

1. License

Experian Data Quality holds a non-exclusive license from USPS which authorizes it to sub-license the USPS Data. In return for the fees paid by Customer for the Licensed Materials, Experian Data Quality grants Customer a personal, non-exclusive, non-transferable license to use the USPS Data subject to the terms of the Agreement and this License.

2. Term

This License commences on the Effective Date specified on the Quotation and continues until the Agreement is terminated.

3. Fees

The fees paid by the Customer for the Licensed Materials include an amount due to USPS for use of the USPS Data. No further fees are due to USPS for the use of the USPS Data.

The license fee for the USPS Data incorporated within Experian Data Quality's fees is not established, controlled or approved by USPS.

4. Ownership of the USPS Data

Customer owns the magnetic or other physical media on which the USPS Data is supplied (if any), but USPS retains title and ownership of the USPS Data recorded on the original media and all subsequent copies of the USPS Data, regardless of the form or media in or on which the original and other copies may exist. This License is not a sale of the original USPS Data or any copy.

5. Trademarks

The United States Postal Service is the owner of numerous trademarks, including but not limited to: United States Postal Service®, Postal Service™, Post Office™, United States Post Office®, "ZIP + 4®", "CASS™", CASS Certified™, DPV™, LACSLink™ and Suite^{Link}.

This License does not grant or imply any grant of a license to use any trademark owned by USPS or Experian **Data Quality**.

Customer shall not remove any proprietary notices (including, but not limited to Trade Marks or Service Marks of USPS and Experian **Data Quality**) placed on the USPS Data or Licensed Materials or on reports generated through the use of the USPS Data or Licensed Materials or on any media on which the same are supplied.

6. Restrictions on use

6.1 The USPS Data is copyrighted by USPS. If Customer or Customer's agents are installing the USPS Data at their site, Customer may make one (1) copy of the USPS Data solely for backup purposes. Customer must reproduce and include the copyright notice on the backup copy. Unauthorized copying of the USPS Data, including USPS Data that has been modified, merged or included with the Licensed Materials is expressly forbidden. Customer may be held legally responsible for any copyright infringement that is caused or encouraged by its failure to abide by the terms of this License.

6.2 Customer may not use the Licensed Materials to create a list of addresses if Customer did not previously have access to such addresses.

7. The USPS requires that USPS Data remain current and therefore provides regular updates. To ensure compliance and in accordance with USPS requirements, the Licensed Materials including USPS Data have been designed to cease functionality when the USPS Data has aged more than 105 days.

8. Warranty and Liability

THE USPS DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FURTHER, USPS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF THE USPS DATA IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHER QUALITIES. EXPERIAN DATA QUALITY ASSUMES NO LIABILITY FOR THE USPS DATA.

Addendum 1 for the use of DPV™ and LACSLink™ Data

This Addendum 1 applies if the Quotation includes QAS Batch and CorrectAddress with USA Data. It also applies if the Quotation includes QAS Pro and QAS Pro Web with USA Data if DPV/LACS data is specified.

Definitions

“DPV Data” refers to a confidential and proprietary hash table created by the United States Postal Service® designed to help mailers validate the accuracy of address data by confirming valid delivery points, and that Experian Data Quality has integrated into its own proprietary software.

“LACSLink Data” refers to a confidential and proprietary system created by the United States Postal Service® for providing changes to a location’s delivery address (for example implementation of a 911 emergency system which normally involves changing rural-style addresses to city-style addresses or in renaming or renumbering existing city-style addresses) and that Experian Data Quality has integrated into its own proprietary software.

Any term not otherwise defined herein, shall have the meaning specified in the Agreement.

1. Confidentiality

DPV and LACSLink Data are confidential and shall remain the property of USPS. Nothing contained in this USA Data Provider License shall give Customer any right, title, or interest in or to DPV or LACSLink Data except as a Customer under the terms of this License.

Customer agrees to hold all information concerning DPV and LACSLink Data in trust, to disclose said information only in accordance with the provisions of this License, to take all reasonable steps to safeguard the confidentiality of the DPV and LACSLink Data and any or all parts thereof and to prevent unauthorized disclosure thereof by Customer’s employees, agents, representatives, and customers. Unauthorized disclosure includes using the product for artificially creating address lists; providing DPV and LACSLink Data or any portion thereof to any third party for any purpose or under any conditions except as expressly authorized by this License; or any other use of the data that is not specifically authorized by this License.

2. Restrictions on Use.

- 2.1. Customer shall not export the DPV Data or LACSLink Data outside the boundaries of the United States of America or its territories.
- 2.2. Customer shall not use the DPV or LACSLink Data to artificially compile a list of delivery points not already in Customer’s possession or to create other derivative products based upon information received from or through use of the DPV or the LACSLink Data.
- 2.3. No proprietary Customer address list(s) or service products or other system of records that contain address attributes updated through use of DPV or LACSLink Data shall be rented, sold, distributed, or otherwise provided in whole or in part to any third party for any purpose containing address attributes derived from the use of DPV or LACSLink Data.
- 2.4. Use of LACSLink Data is limited to updating addresses and mailing lists to prepare items for delivery by USPS in conformance with USPS requirements.
- 2.5. Use of DPV Data and LACSLink Data is not permitted in conjunction with the Bulk Processing implementation of Pro Web.

3. Stop DPV Processing function

To detect conditions when address records appear to be the result of artificial manufacture and not legitimately obtained addresses, a seed table of artificially obtained addresses is provided by the USPS as a part of DPV. When the program detects an apparent artificial address, a “Stop DPV™ Processing” function is invoked and the product will cease providing further delivery point verification.

Should Customer encounter the Stop DPV Processing function, Customer shall notify Experian Data Quality immediately. As required, Experian Data Quality will then report the incident including Customer's name and address to the USPS. The USPS will typically allow functionality of the DPV to be restored for a first occurrence, but retains the right to suspend operation of this feature, without liability of any sort, when multiple incidents of artificial address detection occur.

4. Use of DPV in an online format

- 4.1. Where DPV Data is used in an online format, the information returned to the inquiring system shall be limited to confirmation of whether the input is a known address record.
- 4.2. Where DPV Data is used in an online interface environment, the Customer shall design the interface to prevent unauthorized access from anonymous sources. Customers providing online inquiry capability shall know their end users and shall not respond to inquiries from unknown users.
- 4.3. In the implementation of DPV Data in an online environment, the Customer shall take all steps necessary to prevent the potential misuse of the DPV Data from users attempting to automate the submission of addresses to the online inquiry system in a simulated manual-entry mode.
- 4.4. Customers shall have a management process to monitor the volume of inquiries made through their online system interface and validate that no obvious simulation of manual entry is occurring.

5. Warranty and Liability regarding DPV and LACSLink Data

OTHER THAN AS SPECIFICALLY SET FORTH IN THIS LICENSE, EXPERIAN DATA QUALITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE WITH RESPECT TO DPV OR LACSLINK, NOR SHALL EXPERIAN DATA QUALITY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN OR IS HEREAFTER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXPERIAN DATA QUALITY SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE DPV OR LACSLINK DATA, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL EXPERIAN DATA QUALITY'S LIABILITY TO CUSTOMER UNDER THIS LICENSE, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE BASED ON THE EFFECTIVE DATE OF CANCELLATION WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF CANCELLATION.

6. Indemnification regarding DPV and LACSLink Data

- 6.1. Experian Data Quality agrees to hold harmless, defend and indemnify Customer for infringement of any U.S. copyright, trademark, or service mark in the DPV Data and LACSLink Data provided by Experian Data Quality to Customer under this License. The foregoing obligation shall not apply unless Experian Data Quality shall have been informed within seven (7) calendar days by Customer of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof.
- 6.2. Customer agrees to hold harmless, defend, and indemnify Experian Data Quality for infringement of any U.S. patent, copyright, trademark, or service mark arising out of any modification to or development of applications, materials, and interfaces used by Customer with the DPV or LACSLink Data under this License. In addition, Customer further agrees to hold harmless, defend and indemnify Experian Data Quality and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this License, resulting in whole or in part from any breach of this License or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of the DPV and LACSLink Data, including data derived from the DPV and LACSLink Data, by Customer, or any employee, agent, or representative of Customer.