

## APPROVED POSTAL PROVIDER PILOT AGREEMENT

This Approved Postal Provider Pilot Agreement ("**Agreement**"), a Marketing Agreement, dated as of **August 29, 2013**, is between the United States Postal Service ("**Postal Service**" or "**USPS**"), an Independent Establishment of the Executive Branch of the United States, with its principal offices at 475 L'Enfant Plaza, SW, Washington, DC 20260, and Staples the Office Superstore, LLC, a Delaware limited liability company, with its principal place of business at 500 Staples Drive, Framingham, MA 01702 ("**Company**"). (Company and USPS may be referred to individually as a "**Party**" and together as the "**Parties**").

**WHEREAS**, USPS is entering into an Agreement for the offering of USPS mailing and shipping products and services through the Approved Postal Provider Program (which comprises the "Retail Provider Expansion Program Pilot" and "Retail Provider Expansion Program"); and Company, having numerous retail locations, whereby Company may enter into a single agreement with USPS which will encompass the offering of USPS mailing and shipping services to customers through Company's enumerated retail locations, and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, and incorporating the above recitals as though originally set forth below, USPS and Company agree as follows:

1 **Definitions:** The following terms shall have the following specified meaning:

- a "**Authorized Services**" are the sale of USPS mailing and shipping products and services by Company at Retail Location(s) (defined below) and the holding of items by Company on behalf of their customers for collection by USPS, as referenced in Exhibit A.
- b "**Company Marks**" means Company trade names, trademarks, service marks, logos, slogans and trade dress set forth in Exhibit C.
- c "**Company Promotional Material**" is all advertising, promotional, and sales materials for the Authorized Services created by Company and approved by USPS bearing or displaying the USPS Marks, specifically, direct mail advertisements, media advertisements, brochures, interior and exterior store banners, and video and radio advertisements.
- d "**Marketing Agreement**" is a non-purchasing contract whereby USPS jointly cooperates with a provider to share property and personnel in the development, deployment, or promotion of a new or enhanced product or service. Marketing Agreements may include sales agreements, retail agreements, strategic alliances, channel and affiliate relationships, and license agreements. A Marketing Agreement is distinguished from a Purchase Agreement in that the primary purpose of the Marketing arrangement is the development of a joint product, not the "purchase" of goods and services. [See definition of "Purchasing Agreement" below.] These private sector relationships are central to new service development, deployment, and operations. This approach uses the best of both private

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sector and Postal Service capabilities. More often than not, expenses such as operations, customer service, and marketing and promotion are the primary or sole responsibility of the private sector provider. The Postal Service's role normally includes, at minimum, branding and ongoing governance if the product or service is offered by the Postal Service. Limited operational, marketing and promotion roles may also be involved. Marketing Agreements historically have been executed under a Postmaster General/CEO delegation of authority to the Chief Marketing Officer.

- e **"Marketing Material"** means marketing, advertising, or other materials to the extent such materials reference the other Party or the other Party's Marks concerning the Program or transactions contemplated hereunder.
- f **"Press Release"** means any public statement, written or verbal, concerning the Program or transactions contemplated hereunder.
- g **"Program"** means the activities performed under the Approved Postal Provider Agreement, including Phase 1 – Approved Postal Provider Pilot Agreement and Phase 2 – Approved Postal Provider Agreement.
- h **"Purchase Agreement"** is a government contract (and any modification thereto) between the USPS and a supplier for the purchase, sale, or use of property, goods, or services. The term "property," as used in this definition, includes supplies, and contracts for the use of real property (such a lease arrangements), unless the contract for the use of real property itself constitutes real property (such as easements). The designated contracting activity within the Postal Service with the authority to issue Purchase Agreements is Supply Management. Only the Postmaster General/CEO; the Postal Service's vice president, Supply Management; contracting officers with written statements of specific authority; and others designated in writing have the authority to bind the Postal Service with respect to entering into, modifying, or terminating any contract regarding the purchase of property and services. [See 39 CFR Part 601.104, Postal purchasing authority.] A Marketing Agreement is not a Purchase Agreement. [See definition of "Marketing Agreement" above.]
- i **"Retail Location"** is Company's retail location identified in Exhibit B as a location that is participating in the Retail Provider Expansion Program Pilot. To the extent that Company has more than one retail location in the pilot, such additional retail locations will be incorporated in Exhibit B.
- j **"Term"** is defined in Section 7 below.
- k **"Territory"** means the United States of America, its territories, possessions and commonwealths.
- l **"USPS Marks"** means USPS trade names, trademarks, service marks, logos, slogans and trade dress set forth in Exhibit D. Exhibit E sets forth USPS guidelines for the use of the USPS Marks.
- m **"USPS Promotional Material"** means all advertising, promotional, and sales materials for the Authorized Services created by USPS and approved by Company bearing or displaying the Company Marks, including without limitation, signage, brochures and displays.

## 2 Grant of License.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and USPS agree as follows:

- 2.1 Subject to the terms and conditions of this Agreement, Company grants to USPS a limited, non-transferable, non-exclusive, terminable license to use

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the Company Marks on USPS Promotional Material for the advertising, promotion and sale of the Authorized Services at Retail Location(s), and on Marketing Material and Press Releases for the advertising and promotion of the Program, within the Territory for the Term. Except as expressly authorized by this Agreement, USPS will not make any other use of the Company Marks.

- 2.2 Subject to the terms and conditions of this Agreement, USPS grants to Company a limited, non-transferable, non-exclusive, terminable license to use the USPS Marks on the Company Promotional Materials for the advertising, promotion and sale of the Authorized Services at the Retail Location(s), and on Marketing Materials and Press Releases for the advertising and promotion of the Program, within the Territory for the Term, contingent upon Company's subsequent execution of an agreement with USPS to abide by aviation mail and hazardous materials operational security procedures, which is attached hereto as Exhibit G. Company will comply with Postal Service's Trademark Usage Guidelines as attached in Exhibit E, in its use of the USPS Marks on the Company Promotional Material, Marketing Material, and Press Releases. Except as expressly authorized by this Agreement, Company will not make any other use of the USPS Marks.

### **3 Approval of Promotional Material, Marketing Material and Press Releases.**

- 3.1 All Company Promotional Material and Marketing Material concerning this Program ("Collateral Material") shall be provided to USPS for review and shall be subject to the Postal Service's approval prior to use or distribution. Company shall submit such Collateral Materials for review to the addresses identified in the Notices Section below. All USPS Press Releases (excluding any internal communications between USPS and its employees) and Company Press Releases concerning this Agreement shall be provided to the other party respectively for review and shall be subject to such party's approval prior to use or distribution. Each party shall submit any such materials for review to the addresses identified in the Notices Section below.
- 3.2 Such approval for Collateral Material or Press Releases shall be given within [REDACTED] of receipt, exclusive of all federal holidays. Notwithstanding the foregoing, provided that Company includes the applicable reference number with its submission, if Company indicates that such Collateral Material does not materially differ from a previous submission, the USPS shall provide approval within [REDACTED] of receipt, exclusive of all federal holidays. Either party may extend the approval period an additional [REDACTED] [REDACTED] by giving written notice to the other party. Failure to reject any materials within the respective time period shall be deemed denial by either party. To the extent that any objection(s) are provided by either party, all objections will be mutually discussed and reasonable efforts will be made by the Parties to resolve such objections to reach a prompt and satisfactory agreement.
- 3.3 The inclusion in any Collateral Material or Press Release of any Confidential Information or any information relating to the economic terms of this Agreement shall be grounds for withholding approval of such materials. Any approval required hereunder not affirmatively granted in writing shall be deemed denied. This Section will survive the completion, expiration, termination or cancellation of this Agreement.

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### 4 Ownership of Rights.

- 4.1 Use of Materials. Each Party acknowledges that the other Party owns certain trade names, trademarks, service marks, slogans, logos and trade dress attached as Exhibits C and E (collectively the Parties' "Marks") and the goodwill associated with each. Each Party acknowledges and agrees that the other Party's Marks are valuable assets and that this Agreement does not transfer or convey any ownership or other rights with respect to the Marks except as expressly stated herein. Company Marks are and shall remain Company's property and USPS Marks are and shall remain the Postal Service's property. All uses by USPS of Company Marks shall inure solely to the benefit of Company. All uses by Company of USPS Marks shall inure solely to the benefit of USPS. If USPS, in the course of performing its services or obligations hereunder, acquires any goodwill or reputation in any of Company Marks, all such goodwill or reputation will automatically vest in Company when and as, on an ongoing basis, such acquisition of goodwill or reputation occurs, as well as at the expiration or termination of this Agreement, without any separate or other consideration of any kind to USPS, and USPS agrees to take all such actions necessary to effect such vesting. If Company, in the course of performing its services or obligations hereunder, acquires any goodwill or reputation in any of USPS Marks, all such goodwill or reputation will automatically vest in USPS when and as, on an ongoing basis, such acquisition of goodwill or reputation occurs, as well as at the expiration or termination of this Agreement, without any separate or other consideration of any kind to Company, and Company agrees to take all such actions necessary to effect such vesting.
- 4.2 Approval of Materials. Subject to the requirements of Section 3 above, Company hereby agrees that USPS must approve in advance the use of USPS Marks in all Marketing Material, Press Releases and Company Promotional Material prior to any distribution of such materials to the trade, the public or into the media. USPS hereby agrees that Company must approve in advance the use of Company Marks in all Marketing Material, Press Releases and USPS Promotional Material prior to any distribution of such materials to the trade, the public or into the media. Except as provided under the terms of this Agreement and provided for under Exhibit E, neither Party may use the trademarks, service marks, trade names, logos or other intellectual property of the other Party without prior written approval.

### 5 Obligations of the Parties

- 5.1 Company Obligations:
- (a) Company hereby acknowledges receipt and agrees to read and comply with the current Product Guide, as may be amended from time to time, containing USPS regulations and requirements provided to Company by USPS, as well as all other applicable postal regulations.
  - (b) Company agrees to hold the pre-paid items of its customers for USPS collection and entry into the mail stream which occurs upon USPS's receipt of such items.
  - (c) Company agrees to (i) purchase stamps only through the mechanism of an authorized postage stamp provider and (ii) purchase postage and supplies for the mailing system through authorized suppliers.



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- (d) Company agrees to provide up to 140 square feet (but no less than 80 square feet) of space in each of the Retail Location(s) identified in Exhibit B for the placement of an Approved Postal Provider workstation and component fixtures (i.e., point-of-sale system and components).
- (e) Company agrees to install and maintain all case work as well as interior and exterior signage associated with the Program.
- (f) Company agrees to provide T1 internet or equivalent connectivity for the point-of-sale system provided by USPS.
- (g) Company will provide suitable employees to staff the Approved Postal Provider location. All employees of the Company who conduct USPS transactions for customers must have completed the required training provided by USPS.
- (h) Company agrees to display at the Retail Location(s) any USPS Promotional Materials provided to Company by USPS in accordance with the Product Guide.
- (i) Company must comply with all state and local codes and ordinances in leased and owned buildings when displaying Company Promotional Material and/or USPS Promotional Material.
- (j) Company agrees to limit its use of the USPS Marks to Company Promotional Material, Marketing Material, Press Releases, in accordance with Section 3, above.
- (k) Company agrees to sell USPS products and services, as defined in Exhibit A, at prices offered for such products and services at USPS retail locations.
- (l) Company agrees not to sell any non-USPS mailing and shipping services, except as otherwise agreed to by the parties (e.g., Staples may not sell UPS or FedEx products or services.) Notwithstanding the foregoing, nothing herein shall prohibit Company from using non-USPS same day mailing and shipping services for products purchased by its customers through Company's online or retail channels, including via in store online kiosks.
- (m) Company agrees to indicate the availability of USPS products and services at Retail Location(s) listed in Exhibit B on its web site(s) or other online / mobile applications.
- (n) Provided USPS obtains Company's prior written consent, Company will allow USPS and/or its agents (representatives) to conduct customer and market research at the Retail Location(s) listed in Exhibit B, including but not limited to customer intercept surveys.
- (o) Company will complete all transactions through its own cash / debit / credit / check processing system.
- (p) These Obligations apply to all Retail Locations listed in Exhibit B.

5.2 USPS Obligations: The following USPS obligations are conditioned upon Company's strict compliance with the terms and conditions of this Agreement and subject to USPS operational limitations.

- (a) USPS will provide USPS Promotional Material to Company for display at the Retail Location(s).
- (b) USPS will collect items daily (six days a week) from the Retail Location(s) in accordance with existing local collection processes. USPS may provide a second daily collection at the Retail Location subject to local USPS



**8 Quality Assurance.**

To ensure that the quality of the Authorized Services are consistent with the Postal Service's reputation for high quality and the goodwill associated with the USPS Marks, and to ensure the preservation of its rights in the USPS Marks, USPS shall monitor Company's oversight of the provision of the Authorized Services to customers, by means of and including weekly reports from the mailing system. USPS maintains the right to take all actions that it deems necessary to ensure that Company's oversight of the provision of the Authorized Services is consistent with the Postal Service's reputation for high quality, including without limitation, the Postal Service's periodic inspection of Company's Retail Location(s), provided such inspection occurs during Company's regular business hours and in the publicly available portion of the Retail Location and/or any other area at the Retail Location where mail may be stored or maintained.

**9 Termination.**

- 9.1 The Parties shall each have the unconditional right to unilaterally terminate this Agreement for any reason or no reason upon [REDACTED] written notice to the other Party in accordance with Section 15.
- 9.2 If a party breaches this Agreement (including any document that this Agreement references as being attached or incorporated by reference), the other party has the right to terminate this Agreement by providing written notice of termination, if the breach has not been cured within [REDACTED] following receipt of written notice of the breach (or if the breach is not capable of being cured). The non-breaching party is not obligated to pay for any time or resources required to cure any breach.
- 9.3 Termination of this Agreement under the provisions of this Section shall be without prejudice to any rights that either party may otherwise have against the other party. Notwithstanding the termination of this Agreement, each party shall have and hereby reserves all rights and remedies which it has or which are granted to it by operation of law, to enjoin the unlawful or unauthorized use of the USPS Marks or Company Marks, as the case may be for each party.
- 9.4 USPS and Company acknowledge and agree that this Agreement is subject to any legislation or regulatory activity that might be issued or enacted by the Congress of the United States or any orders or regulations that might be promulgated by any agency, branch, or independent establishment of the United States Government. USPS and Company further acknowledge and agree that this Agreement in no way waives the Postal Service's authority to act in its sovereign capacity. USPS shall not be held liable for any acts performed in its sovereign capacity, or for any acts performed by any branch, agency or independent establishment of the United States in their sovereign capacities that may directly or indirectly affect the terms of this Agreement. In the event that either Party is required by legislation enacted by the Congress of the United States or any orders or regulations that might be promulgated by any branch, agency or independent establishment of the United States

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Government to terminate, or otherwise as a result of such action is unable to perform its obligations under this Agreement, either Party may give notice of termination pursuant to Section 15 of this Agreement, which termination (notwithstanding Section 9.1) shall be effective immediately or on the effective date of such requirement, whichever is later. The Parties agree that in the event that this Agreement is terminated as set forth in this Section, or in the event that either Party is enjoined from proceeding with this Agreement by any court of competent jurisdiction, such Party shall not be subject to any liability by reason of such termination or injunction. To the extent of termination on this basis, USPS shall not be subject to any liability by reason of such termination except as provided otherwise herein.

- 9.5 Upon termination of this Agreement, all of the rights of Company with respect to the USPS Marks under this Agreement shall terminate herewith and shall revert immediately to USPS. Company shall have no further right to use the USPS Marks to advertise, promote, or sell the Authorized Services. Company shall refrain from further use of the USPS Marks, either directly or indirectly, or from use of any marks, designs, or images similar to the USPS Marks in connection with the advertising, promotion, and sale of Company's services.
- 9.6 Upon termination of this Agreement, all of the rights of USPS under this Agreement with respect to the Company Marks shall terminate herewith and shall revert immediately to Company. USPS shall have no further right to use the Company Marks to advertise, promote, or sell the Authorized Services. USPS shall refrain from further use of the Company Marks, either directly or indirectly, or from use of any marks, designs, or images similar to the Company Marks in connection with the advertising, promotion, and sale of USPS services.
- 9.7 Upon termination of this Agreement, Company shall withdraw from publication all Company Promotional Material scheduled for publication. Company shall also use commercially reasonable efforts to deliver to USPS, to the USPS address provided in Section 14, all Company Promotional Material in use at the Retail Location or in inventory, and all USPS Promotional Material. Company shall withdraw these materials from publication and deliver these materials to USPS no later than [REDACTED] following the termination of the Agreement.
- 9.8 Upon termination of this Agreement, USPS shall withdraw from publication all USPS Promotional Material scheduled for publication. USPS shall also use commercially reasonable efforts to deliver to Company, to the Company address provided in Section 14, all USPS Promotional Material, bearing Company Marks, in use at the Retail Location or in inventory, and all USPS Promotional Material, bearing Company Marks. USPS shall withdraw these materials from publication and deliver these materials to Company no later than [REDACTED] following the termination of the Agreement.
- 9.9 [REDACTED]
- 9.10 [REDACTED] Company will dismantle and uninstall all interior and exterior signage and prepare such items for pick up by USPS or its authorized agents or disposed of such items, as instructed.
- 9.11 [REDACTED]



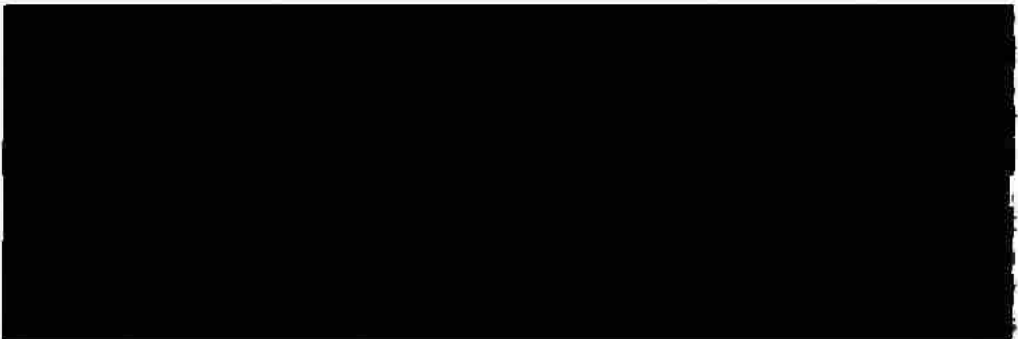


**10 Indemnification.**

- 10.1 Indemnification of USPS: Excluding claims for infringement based solely upon use of the USPS Marks, Company agrees to defend (with counsel reasonably acceptable to USPS, such acceptance not to be unreasonably withheld), indemnify and hold USPS and its agents, representatives and assignees harmless against any and all third party claims, demands, causes of action, liability, loss, damage, judgments or expense (including reasonable attorney fees and court costs) arising out of Company's advertising, promotion, or sale of the Authorized Services, including any third party claims arising from the time period during which Company holds an item for USPS collection. Company also agrees to defend (with counsel reasonably acceptable to USPS, such acceptance not to be unreasonably withheld), indemnify and hold USPS and its agents, representatives and assignees harmless against any and all third party claims, demands, causes of action, liability, loss, damage, judgments or expense (including reasonable attorney fees and court costs) arising out of the Postal Service's use of the Company Marks or arising out of a breach of any of Company's warranties or representations under this Agreement. Acceptance of counsel by USPS shall be provided to Company within [REDACTED] of notice by Company or such right to consent to counsel shall be deemed waived unless a good faith basis to object based on competency of counsel arises during the course of such representation. Nothing herein shall affect the authority of the Attorney General or the U.S. Department of Justice.
- 10.2 Indemnification of Company: USPS agrees to defend (with counsel of the Postal Service's choosing), indemnify and hold Company harmless against any and all third party claims, demands, causes of action, liability, loss, damage, judgments or expense (including reasonable attorneys' fees and court costs) arising out of (A) Company's use of the USPS Marks or (B) the time period following USPS's collection of an item from Company or (C) a breach of any of USPS's warranties or representations under this Agreement.

**11 Reporting.**

11.1



[REDACTED]

11.2

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

11.3

[REDACTED]

**12 Remedies.**

USPS and Company acknowledge and agree that the other Party would not have an adequate remedy at law and would be irreparably harmed in the event that the provisions of Sections 2, 3, 4, and 14 herein were not performed in accordance with their terms of this Agreement or were otherwise breached. Accordingly, it is agreed that in the event of any breach or threatened breach of these provisions, USPS and Company, in addition to any other remedies at law or in equity that each may have, shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including but not limited to injunctive relief.

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### 13 Limitation of Liability.

Notwithstanding anything contained herein to the contrary and to the extent permitted by applicable law, in no event shall either Party be liable to the other or any other person for any indirect, incidental, consequential, exemplary, special or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this Agreement or the Program(s), whether such liability is asserted on the basis of contract, tort or otherwise. The foregoing limitation of liability does not apply to amounts payable by a party pursuant to its indemnity obligations hereunder or for either party's liability for breach of confidentiality or intellectual property rights.

### 14 Confidential Information.

- 14.1 Each Party acknowledges that certain identified Confidential Information may be disclosed to the other Party during the Term of the Agreement ("**Confidential Information**"). The Party providing Confidential Information (**the "Disclosing Party"**) shall identify the Confidential Information to which this Section 14 applies and no obligations shall arise with respect to information not in writing and appropriately marked as "Confidential Information". Notwithstanding the foregoing, and even if such information is not designated by the Disclosing Party or is not marked as confidential, Confidential Information shall also include information disclosed which the Receiving Party should reasonably understand to be considered Confidential Information of the Disclosing Party, including, without limitation, any data or information regarding the Disclosing Party's customers, clients, employees and suppliers, pricing information and models, product and service information, planning information, marketing strategies, strategic plans, financial or operational data, customer/client transactions, customer/client lists, customer/client profiles, employee lists, employee profiles, employee information, sales projections or forecasts, business plans, business relationships, internal performance results and other documentation relating to past, present or future business activities. Verbal disclosure of Confidential Information shall be reduced to writing and appropriately identified within [REDACTED] after disclosure. All such identified information revealed to the party being furnished Confidential Information (**the "Receiving Party"**) during any exchange of information shall be treated as Confidential Information and may not be released to third parties or used outside of the intended purposes, except to the extent Sections 14.3, 14.4, and 14.5 are applicable, unless authorized in writing by an authorized representative of the Disclosing Party.
- 14.2 Each Party agrees that it will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, during the Term of the Agreement, and for a period of [REDACTED] following expiration or termination of the Agreement, to prevent the duplication or disclosure of Confidential Information of the other Party, other than by or to its employees or agents who must have access to such Confidential Information to perform such Party's obligations hereunder, who have each agreed to confidentiality restrictions no less protective than this Section.
- 14.3 Nothing in this Agreement shall prevent a Party from disclosing information to the extent that such Party is legally compelled to do so by any governmental or judicial entity pursuant to proceedings over which such entity has jurisdiction; provided, however, that such Party shall (a) notify the other Party in writing of the agency's order or request to disclose such information, providing, to the extent practicable, at least [REDACTED] notice

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where practicable prior to disclosure, (b) if disclosure of this Agreement is requested, redact mutually agreed-upon portions of this Agreement under applicable laws, rules and regulations, and (c) otherwise cooperate with the other Party in protecting against any such disclosure and/or obtaining with a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

- 14.4 The Receiving Party may release Confidential Information requested by any federal, state, or local governmental body in the proper exercise of its oversight or investigatory jurisdiction or if such release is required in the reasonable judgment of the Postal Service under Title 39, United States Code. In addition, the parties shall be governed by USPS regulations regarding prerelease notice of business information at 39 CFR 265.8 (or a successor provision dealing with similar matters). Nothing in this Section will be construed as a representation or agreement to restrict reassignment of either Party's employees, or in any manner to affect or limit either Party's present or future business activities of any nature, including business activities which could be competitive with the disclosing Party. Nothing herein shall prohibit the disclosing Party from pursuing a transaction similar to the one contemplated herein independently or with any other third party or parties.
- 14.5 The Receiving Party shall be under no obligation to hold in confidence any Confidential Information which:
- i. is or becomes public through no fault of the Receiving Party;
  - ii. was known to the Receiving Party prior to the time of the disclosure by the Disclosing Party;
  - iii. is properly received by the Receiving Party on a non-confidential basis from any third party who is lawfully entitled to make such disclosure;
  - iv. is required by a federal, state, or local governmental body to be disclosed in the proper exercise of its oversight or investigatory jurisdiction;
  - v. is required to be disclosed by law; or
  - vi. is independently developed by the Receiving Party without breach of this Agreement.
- 14.6 The Parties agree that this Agreement shall be subject to the Freedom of Information Act, 5 U.S.C. §552 (as amended), the Privacy Act, 5 U.S.C. §552a (as amended), the USPS implementing regulations, 39 C.F.R. Parts 266-267, and any other privacy or confidentiality considerations required by law, including but not limited to 39 U.S.C. §412 (and any successor provisions dealing with similar matters).
- 14.7 To the extent of any inconsistency between the confidentiality provisions of this Agreement and those of Exhibit F (the NSA's), the confidentiality provisions of contained herein shall prevail.

## 15 Notices.



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All notices shall be in writing and shall be deemed to be delivered when received by the respective Party. All notices shall be delivered electronically via email and via Express Mail® delivery to the parties at the following addresses:

USPS

[REDACTED]  
[REDACTED]  
U.S. Postal Service  
475 L'Enfant Plaza, S.W.  
[REDACTED]  
Washington, DC 20260-4817  
[REDACTED]

With a copy to each of the following:

[REDACTED]  
475 L'Enfant Plaza, SW  
[REDACTED]  
Washington, DC 20260-1135  
[REDACTED]

[REDACTED]  
475 L'Enfant Plaza, S.W.  
[REDACTED]  
Washington, DC 20260-1135  
[REDACTED]

COMPANY

Name of Company: Staples, Inc.  
Name of Individual: [REDACTED]  
Title: [REDACTED]  
Address: 500 Staples Drive, Framingham, MA 01702  
[REDACTED]

With a copy to:

General Counsel  
Staples, Inc.  
500 Staples Drive, Framingham, MA 01702

**16 Warranties.**

16.1 Company: Company represents and warrants all of the following:

- (a) Company is a company duly organized, validly existing and in good standing under the laws of the state and/or country of its principal office, with full power and authority to execute and deliver this Agreement and to perform its obligations, and maintains its principal executive office at the address set forth herein. The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of Company and this Agreement constitutes a valid and binding obligation of Company enforceable against Company in accordance with its terms, and

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the consent of no other entity or person is required for Company to fully perform all of its obligations or services herein.

- (b) Company shall comply with and act in accordance with: (A) any and all applicable laws and other legal obligations of or in the Territory including, without limitation, local, state and federal directives, rules, assessments, regulations, filing requirements, ordinances, statutes, codes, judgments and civil or common law; (B) conventions and treaties to which the United States or any legal subdivision thereof is a party (individually and collectively "Law" or "Laws"); and (C) the requirements of this Agreement. In addition, Company shall comply with all retail and marketing policies and strategies issued by USPS and provided to Company from time to time.
- (c) The making of this Agreement by Company does not violate any agreement, right or obligation between Company and any other person, entity, firm or corporation, and the permission and/or agreement of no other person, entity, firm or corporation is required for Company to execute this Agreement or perform the obligations herein; and neither Company's execution and delivery of this Agreement nor Company's performance of any or all of the terms, obligations and services herein shall breach, be in conflict with or constitute a default under any agreement or commitment to which Company is a party or violate any Law applicable to Company.
- (d) The Company Promotional Material, Press Releases, and Marketing Material shall be of high quality in design, material and workmanship and suitable for their intended purpose; no injurious, deleterious or defamatory materials, writing or images shall be used in or on the Company Promotional Material, Press Releases, and Marketing Material; the Company Promotional Material shall in all respects be safe to consumers and shall be manufactured and distributed as follows: (a) without the use of child labor (the term "child" refers to a person younger than the age for completing compulsory education, but in no case shall a child younger than fourteen (14) years of age be so used); (b) in an environment providing workers and employees with a suitable workplace in compliance with all applicable Laws; (c) employing only persons whose employment is voluntary and not using prison labor or corporal punishment (or other forms of mental or physical coercion) as a form of discipline for workers or employees; (d) complying with all applicable wage and hour Laws, including minimum wage, overtime and maximum hours, and utilizing such other fair employment practices as defined by applicable Laws; (e) not discriminating in its hiring and employment practices on the grounds of race, religion, national origin, political affiliation, sexual orientation, gender or any criteria protected by applicable Law; and (f) complying with all applicable environmental and animal cruelty Laws.
- (e) Company shall undertake a level of customer service at least as favorable as is standard in its industry. Unless otherwise approved by USPS (such approval not to be unreasonably withheld), Company shall not disclaim any warranty whether contained herein or arising by operation of law, and any attempted disclaimer shall be deemed null and void.
- (f) To the best of Company's knowledge, there is no pending or threatened litigation, which may affect the legality, validity or enforceability of this

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Agreement or any of the transactions contemplated herein or Company's ability to fully perform its obligations herein.

- (g) Company shall not misuse or take any action or conduct its operations in such manner as to bring public ridicule, contempt, censure or disparagement upon USPS.
- (h) That it has acquired any necessary authorization, license, or permission from any third party(ies) to manufacture, promote, market, and/or distribute Company Promotional Material, Press Releases, and Marketing Material and to the extent any third party materials and/or third party intellectual property rights are used by Company in connection with the Company Promotional Material, Press Releases, Marketing Material, Company represents and warrants that it owns and/or controls or has acquired under license all necessary rights to all such third party materials. Company has paid or will pay any and all re-use and/or license fees to the appropriate person or entity (which fees may include a calculation and payments in satisfaction of pension and welfare obligations) and has obtained or will obtain written and executed authorizations for such use from the person or entity having the right to grant such permissions.
- (i) Company represents and warrants the following: (a) that Company possesses full power and authority to make and perform this Agreement and to grant the rights herein; (b) that Company has not previously assigned, transferred, or otherwise encumbered the rights granted herein in such manner as would affect Company's ability to grant the rights hereunder to USPS; (c) that the Company Marks, Company Promotional Material, Press Releases, and Marketing Material do not infringe upon any statutory or common law copyright, trade dress, trademark, trade name, service mark, patent or privacy/publicity right; (d) that the Company Promotional Material, Press Releases, and Marketing Material do not contain any matter libelous or otherwise in contravention of the rights of any third party; and (e) that the Company Promotional Material, Press Releases, and Marketing Material contain no matter that violates any federal, state or local law, statute or regulation or is any other way unlawful.
- (j) None of the representations or warranties made by Company in this Agreement as of the date hereof and none of the statements contained in any agreement or other document or report furnished by or on behalf of Company to USPS in connection with this Agreement contain any untrue statement of a material fact or omit any material fact necessary to make such statements accurate in light of the circumstances under which they were made.

### 16.2 USPS: USPS represents and warrants all of the following:

- (a) It owns or controls the rights granted herein and possesses full power and authority to execute and deliver this Agreement and to perform its obligations.
- (b) It is an independent establishment of the executive branch of the United States government duly organized, validly existing and in good standing, with full power and authority to execute and deliver this Agreement and to

## Approved Postal Provider Agreement

perform its obligations, and maintains its principal executive office at the address set forth hereinabove. The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of USPS and this Agreement constitutes a valid and binding obligation of USPS and the consent of no other entity or person is required for USPS to execute this Agreement or fully perform all of its obligations or services herein.

- (c) The making of this Agreement by USPS does not violate any agreement, right or obligation between USPS and any other person, entity, firm or corporation, and neither the Postal Service's execution and delivery of this Agreement nor the Postal Service's performance of any or all of the terms, obligations and services herein shall knowingly breach, be in conflict with or constitute a default under any agreement or commitment to which USPS is a party or violate any Law applicable to USPS.
- (d) USPS does not make any warranties or representations as to the popularity, success or continuing exploitation of or marketing and advertising budget with respect to the USPS Promotional Material, Press Releases, and Marketing Material and makes no warranty or representation as to the amount of viewership, net sales or profits Company shall derive under this Agreement.
- (d) To the best of the Postal Service's knowledge, there is no pending or threatened litigation, which may affect the legality, validity or enforceability of this Agreement or any of the transactions contemplated herein or the Postal Service's ability to fully perform its obligations herein.

### **17 Intentionally Omitted.**

### **18 General.**

- 18.1 Independent Contractors. The Parties and their respective personnel are and shall be independent contractors and are not partners, joint venturers or agents of one another and no Party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.
- 18.2 Assignment. This Agreement shall be binding upon the Parties' respective successors and permitted assigns. No Party may assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part without the prior written consent of the other Party, and any such attempted assignment shall be void. Such written consent, when reasonably requested, cannot be withheld. Notwithstanding the foregoing, each party has the right without consent to assign this Agreement or rights hereunder or delegate obligations to (i) any Affiliate (as defined in Section 18.12 below) as part of an internal reorganization or (ii) to any acquirer, whether by merger or acquisition, of all or substantially all of its assets or business to which this Agreement relates, provided that in the case of an assignment under subclause (ii), the assignment is conditioned upon receipt by the non-assigning party of assignee's written assumption of all of assignor's obligations and liabilities under this Agreement.



## Approved Postal Provider Agreement

- 18.3 Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the Parties against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.
- 18.4 Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and then balance of the Agreement shall remain enforceable.
- 18.5 Governing Law. This Agreement shall be governed in all respects by the federal laws of the United States. To the extent permitted under Section 20, jurisdiction shall be with the federal district courts, with the appropriate venue in the federal District Court for the District of Columbia.
- 18.6 Survival. The definitions of this Agreement and the respective rights and obligations of the Parties relating to confidentiality, ownership of rights, non-disclosure, limitation of liability, indemnification, governing law and contractual construction shall survive any termination or expiration of this Agreement.
- 18.7 Force Majeure. If the performance of any part of this Agreement by any Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, terrorism, war, disruption of the postal system, labor dispute, judicial or governmental action, act of God or any other substantially similar causes beyond the control of the Party, that Party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes; provided that the Party whose performance or attempts to cure is delayed or prevented gives the other Party written notice thereof within [REDACTED] [REDACTED]s of any such event or occurrence and exercises its best efforts to resume performance or cure as soon as possible.
- 18.8 Breach. Failure of either Party to perform the obligations of this Agreement, including, but not limited to, tracking, reporting, and payment, constitute a basis for Termination With Cause under **Section 9.2** of this Agreement.
- 18.9 Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement. Similarly, facsimile signatures shall constitute original signatures.
- 18.10 Headings. The Section and Article headings are provided for the convenience of the Parties only and shall not be construed to limit or vary the terms of the Agreement in any way.
- 18.11 Third Party Beneficiary. Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than USPS and Company.
- 18.12 Affiliates. The rights granted to Company hereunder shall extend to all Company Affiliates. "Affiliate" means any person or entity that now or hereafter directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a party. The term

## Approved Postal Provider Agreement

"control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise, in each case as such terms are interpreted under Rule 12b-2 of the Securities Exchange Act of 1934, as amended.

- 18.13 Customer Claims Process. All claims brought by customers related to this Agreement shall be handled in accordance with the Domestic Mail Manual and the International Mail Manual.

### **19 Dispute Resolution Mechanism.**

In the event of a dispute between Company and USPS or its subcontractors involving any matter with respect to this Agreement (including, without limitation, any dispute regarding fees) which cannot be resolved informally, upon the written request of one Party to the other, each Party will designate an appropriate representative to undertake the review and resolution of the dispute (except that this obligation does not apply to any threatened or actual violation of intellectual property rights, and each party reserves the right to pursue any available remedy for such violation). The representatives shall promptly in good faith and with all due diligence negotiate to resolve the dispute within [REDACTED]. If either or both of the representatives conclude that they are unable to agree on an appropriate resolution of the dispute within such [REDACTED], they shall escalate the dispute to the next highest level of management for review and resolution. If necessary, this process shall be repeated through at least the senior level of management. Only after such process may the Parties avail themselves of the remedies listed in Section 20 below.

### **20 Consent to Jurisdiction.**

With respect to any suit, action or other proceedings relating to the Agreement that are not subject to the Dispute Resolution Mechanism set forth above (collectively "**Proceedings**"), USPS and Company each irrevocably (i) submit to the exclusive personal jurisdiction of the United States District Court for the District of Columbia and (ii) waive any objection that it may have at any time to the laying of venue of any Proceedings brought in such court, waive any claim that such Proceedings have been brought in an inconvenient forum and further waive the right to object, with respect to such Proceedings, that such court does not have personal jurisdiction over such Party.

### **21 Execution.**

Each party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that Party with respect to the undertakings and obligations contained herein. The effective date of this Agreement is the later of the two execution dates shown below ("**Effective Date**").

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date this agreement is signed.

COMPANY:STAPLES

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: 9/4/13

UNITED STATES POSTAL SERVICE

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: 9/12/2013



# Approved Postal Provider Agreement

## EXHIBIT A – PRODUCTS AND SERVICES

Product List
Stamps
Domestic Products
Priority Mail Express weight and zone priced
Priority Mail Express Flat Rate Box
Priority Mail Express Flat Rate Envelopes
Priority Mail weight and zone priced
Priority Mail Flat Rate Boxes
Priority Mail Flat Rate Envelope
First-Class Mail letter
First-Class Mail large envelope
First-Class Mail parcel
Standard Post
Standard Post oversized priced
International Products
Global Express Guaranteed
Priority Mail Express International weight and zone priced
Priority Mail Express International Flat Rate Box
Priority Mail Express International Flat Rate Envelopes
Priority Mail International weight and zone priced
Priority Mail International Flat Rate Boxes
Priority Mail International Flat Rate Envelopes
First-Class Mail International weight and zone priced
First-Class Mail International Letter
First-Class Mail International Large Envelope
First-Class Package International Service
Additional Services
Priority Mail International Insurance
Priority Mail Express Insurance
Priority Mail Express International Insurance
Global Express Guaranteed Insurance
Insurance (more than \$200) (domestic)
Insurance (\$200 or less) (domestic)
Certified Mail (domestic)
USPS Tracking (domestic)
Restricted Delivery (domestic)
Return Receipt
Signature Confirmation (domestic)



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**EXHIBIT B – RETAIL LOCATION(S) PARTICIPATING IN PILOT**

The following Company retail location(s) are participating in Phase 1 of the Retail Provider Expansion Program Pilot with the USPS, and at such other Retail Locations as the parties may mutually agree in writing.

STORE	ADDRESS	CITY/STATE
59	571 Boston Turnpike	Shrewsbury,MA
294	436 Southbridge Street (Rt 12)	Auburn,MA
1193	120 Charlton Road	Sturbridge,MA
1218	541B Lincoln St.	Worcester,MA
1277	60 Pearson Blvd.	Gardner,MA
1216	18 Lyman St.	Westborough,MA
557	2059 Scenic Highway	Snellville,GA
560	945 North Point Drive	Alpharetta,GA
562	3205 Woodward Crossing Blvd Suite F	Buford,GA
568	2255 Pleasant Hill Road	Duluth,GA
575	2535B Dallas Highway	W. Marietta,GA
796	108 Riverstone Parkway	Canton,GA
1003	3535 Peachtree Rd NE Suite 103	Atlanta,GA
1005	650 Ponce De Leon Ave.	Atlanta,GA
1016	240 New Franklin Road	LaGrange,GA
1022	1550 Dogwood Dr.	Conyers,GA
1028	1125 Woodstock Road	Roswell,GA
1035	225 Market Place Connector	Peachtree City,GA
1110	1865 Mount Zion Road	Morrow,GA
1113	3675 Marketplace Blvd.	East Point,GA
1162	3630 Peachtree Pkwy.	Suwanee,GA
1267	8170 Mall Parkway	Lithonia,GA
1270	3344 Cobb Parkway	Acworth,GA
1284	1772 Jonesboro Rd.	McDonough,GA
1649	105 Banks Station	Fayetteville,GA
1786	4471 Jimmy Lee Smith Pky Ste i	Hiram,GA
1808	2355 Market Place Blvd	Cumming,GA
1838	13071 Highway 9 North	Milton,GA
1839	5560 Roswell Rd	Atlanta,GA
1894	916 Loganville Highway	Bethlehem,GA
1910	4351 Hugh Howell Road	Tucker ,GA
539	1325 South Park Street	Carrollton,GA
513	155 Cherokee Place	Cartersville,GA
1123	212 Shorter Ave.	Rome,GA
474	11545 San Pablo Ave.	El Cerrito,CA
488	470 Noor Ave	S. San Francisco,CA
655	43484 Boscell Rd.	Fremont,CA

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818	1700 Van Ness Ave.	San Francisco,CA
875	2230 Bridgepoint Pkwy	San Mateo,CA
1358	300 California St.	San Francisco,CA
1379	700 El Camino Real (Suite 120)	Menlo Park,CA
1458	2352 Shattuck Ave.	Berkeley,CA
358	627 East Calaveras Blvd.	Milpitas,CA
375	500 East Hamilton Ave.	Campbell,CA
719	1351 Coleman Ave.	Santa Clara,CA
771	8840 San Ysidro Ave	Gilroy,CA
1033	1725 Airline Highway	Hollister,CA
1299	39116 Fremont Hub	Fremont,CA
1327	121 Bernal Road	San Jose,CA
1428	1023 Cochrane Rd	Morgan Hill,CA
1478	20830 Stevens Creek Blvd	Cupertino,CA
422	3325 Jefferson Street	Napa,CA
1488	977 West Napa Street	Sonoma,CA
492	655 Irwin Street	San Rafael,CA
944	55 Rowland Way	Novato,CA
420	2000 North Park Blvd.	Pittsburg,CA
443	2120 Contra Costa Blvd.	Pleasant Hill,CA
593	2710 Crow Canyon Rd.	San Ramon,CA
652	1230 Fitzgerald Drive	Pinole,CA
1321	4863 Lone Tree Way	Antioch,CA
1365	4498 Treat Blvd.	Concord,CA
1394	15555 East 14th St Ste 200	San Leandro,CA
1452	1250 Oliver Road	Fairfield,CA
800	1225 Airport Park Blvd	Ukiah,CA
570	4801 McKnight Road	Pittsburgh,PA
711	6521 Steubenville Pike	Pittsburgh,PA
1007	2515 Banksville Road	Pittsburgh,PA
1021	1675 Route 228	Cranberry Township,PA
1597	999 Freeport Road	Pittsburgh,PA
1799	6375 Penn Ave., Suite B	Pittsburgh,PA
680	110 Moraine Pointe Plaza	Butler,PA
867	58 Staples Plaza Suite 200	Clarion,PA
1198	Route 322 Kimberly Drive	Cranberry,PA
389	6207 Route 30 Suite 1027	Greensburg,PA
533	800 Rostraver Road	Belle Vernon,PA
428	3100 Oakland Ave.	Indiana,PA
790	3938 Brodhead Rd	Monaca,PA
614	100 Tarentum Bridge Rd.	New Kensington,PA
693	Rt 224 and Rt 376	New Castle,PA
705	3 Work Parkway	Uniontown,PA
929	301 Oak Spring Rd.	Washington,PA

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0276	1358 W. Valley Pkwy	Escondido, CA
1334	235 Vista Village Drive	Vista, CA
1346	32120 Highway 79 South	Temecula, CA

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**EXHIBIT C – COMPANY MARKS**

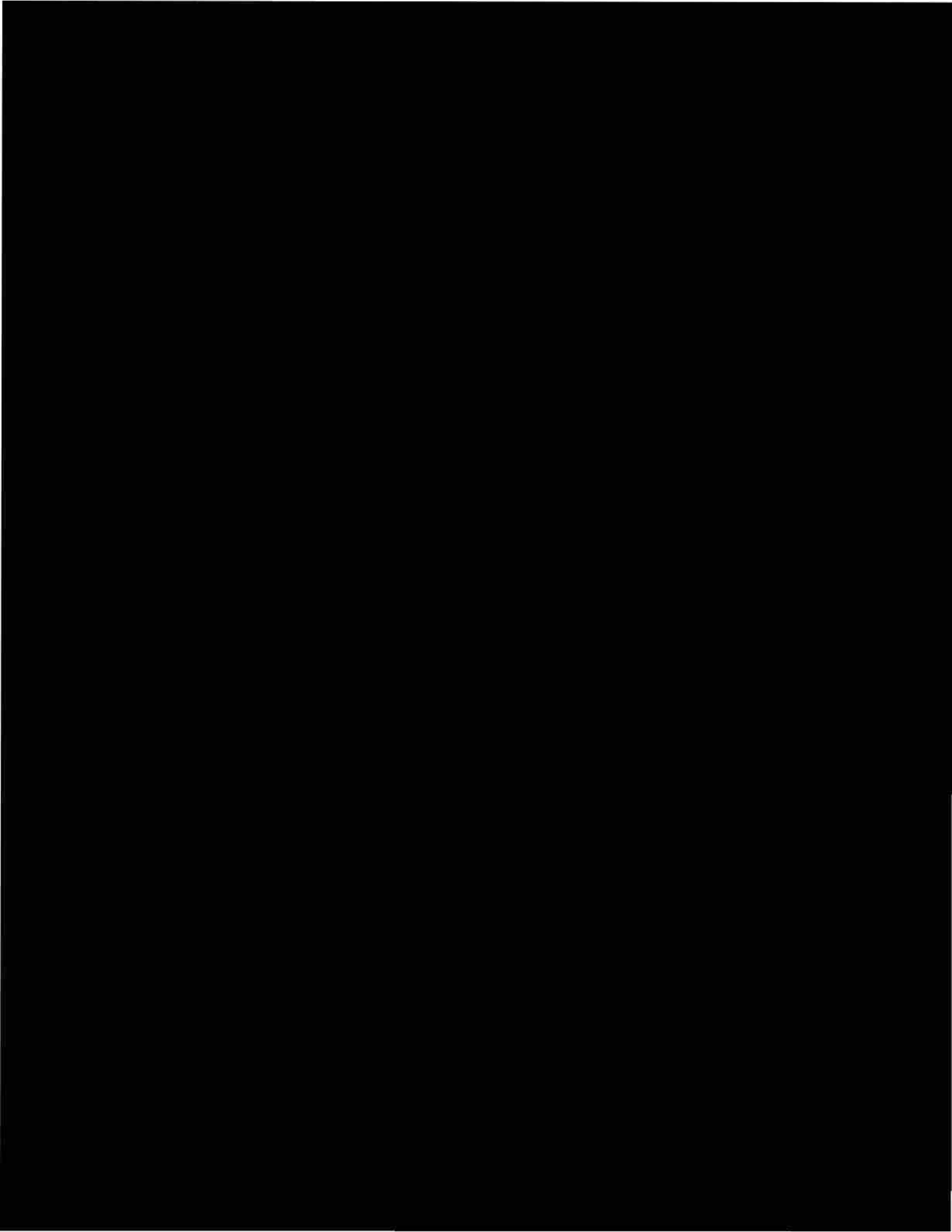


















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**EXHIBIT D – USPS MARKS**

UNITED STATES POSTAL SERVICE®



U.S. POSTAL SERVICE®

USPS®

POSTAL SERVICE™

POST OFFICE™

PRIORITY MAIL EXPRESS MAIL™

PRIORITY MAIL®

FIRST-CLASS MAIL®

PARCEL POST®

STANDARD POST™

MEDIA MAIL®

PRIORITY MAIL EXPRESS INTERNATIONAL™

PRIORITY MAIL INTERNATIONAL®

FIRST-CLASS MAIL INTERNATIONAL®

SIGNATURE CONFIRMATION™

USPS TRACKING™

CERTIFIED MAIL®

REGISTERED MAIL™

INTELLIGENT MAIL®

EVERY DOOR DIRECT MAIL®

EDDM®

## Approved Postal Provider Agreement

### EXHIBIT E – USPS MARKS GUIDELINES

These guidelines are for Postal Service licensees, suppliers, contractors, customers, and all other parties wishing to use Postal Service trademarks in promotional or advertising materials, or on their web sites, products, labels, or packaging. Use of the Sonic Eagle logo or the Postal Service corporate signature (pictured below), or any other Postal Service design mark or logo without the prior written consent of the Postal Service may constitute trademark infringement and unfair competition in violation of federal and state laws.



If you are a Postal Service licensee and have been provided with special trademark usage guidelines in your license agreement, please follow those guidelines. If you are not a licensee, or if your license agreement does not include special trademark usage guidelines, please follow these guidelines.

If you are a Postal Service contractor or supplier, or an independent shipping and mailing company, and would like to make commercial use of Postal Service trademarks, you must obtain a license. Contact the Manager, Public Affairs or the Postal Service Law Department for more information. For all other parties wishing to make personal, non-profit, or commercial use of Postal Service trademarks, see [www.usps.com/rightsandpermissions/welcome.htm](http://www.usps.com/rightsandpermissions/welcome.htm) for more information.

#### **Authorized Use of Postal Service Trademarks**

The use of Postal Service word marks is permitted on your website and other advertising and promotional materials, even without a license, subject to the following conditions:

- a. The Postal Service word marks are used solely to refer to Postal Service products or services;
- b. The Postal Service word marks do not appear more prominently than the surrounding text, subject to the style guidelines as set forth below under the section, "**Give Postal Service Trademarks Special Treatment**";
- c. A disclaimer of sponsorship, affiliation, or endorsement by the Postal Service, similar to the following, is included, where applicable: "(Name of Company) is an independent provider of mailing and shipping services and is not authorized, sponsored, or otherwise approved by the United States Postal Service."
- d. A trademark attribution notice is included, giving notice of the Postal Service's ownership of its trademarks. See the section titled, "**Use the**

## Approved Postal Provider Agreement

**® or ™ Trademark Symbols,**" below, for an example of a proper attribution notice.

### **Unauthorized Use of Postal Service Trademarks**

- a. You may not use or register any Postal Service trademark as the name of your company, product or service or within a domain name. The authorized use of Postal Service trademarks inures to the Postal Service's benefit.
- b. You may not use the Sonic Eagle logo, the Postal Service corporate signature, or any other Postal Service design mark or logo in connection with your website, advertising and promotional materials, packaging and labels, or in any other manner without an express trademark license from the Postal Service;
- c. You may not use Postal Service trademarks in a disparaging manner;
- d. You may not use Postal Service trademarks in a manner that falsely implies an affiliation with or endorsement or sponsorship by the Postal Service;
- e. You may not use Postal Service trademarks in a domain name, such as "certifiedmail.com" or "postoffice.com."

### **Give Postal Service Trademarks Special Treatment**

Set the trademark apart from surrounding text. Always capitalize the trademark either through initial caps or all caps. You may also differentiate the trademark by underlining it or placing it within quotation marks. Examples are shown below:

CERTIFIED MAIL® envelopes . . .  
INTELLIGENT MAIL® barcodes . . .  
Postal Service™ delivery options . . .

### **Use the Trademark as an Adjective, not as a Noun**

Always use a trademark as an adjective immediately before a noun. Do not use a trademark as a noun or a verb. Examples are shown below:

- Correct: Intelligent Mail® tracking provides . . .  
Priority Mail Express™ delivery . . .  
Certified Mail® envelopes . . .
- Incorrect: Intelligent Mail provides . . .  
Priority Mail Express that document right away . . .

### **Do not Use a Trademark in the Possessive**

- Correct: The reliability of Intelligent Mail® tracking is superb.  
Incorrect: Intelligent Mail's reliability is superb.

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### **Use the ® or ™ Trademark Symbols**

Use the ® trademark symbol after registered marks such as INTELLIGENT MAIL®, CERTIFIED MAIL® and USPS® and the ™ trademark symbol after common law marks such as POSTAL SERVICE™, and Critical Mail® upon the trademark's first and most prominent appearance on each page of a document. Do not add a space between the trademark and the symbol. The symbol should be in superscript or subscript. A partial listing of registered and common law trademarks can be accessed at [http://www.usps.com/strategicplanning/cs09/CSPO\\_09\\_002.htm](http://www.usps.com/strategicplanning/cs09/CSPO_09_002.htm). Use the following attribution notice to indicate that marks are Postal Service Trademarks as applicable:

"Certified Mail® and First-Class Mail® are among the many trademarks of the United States Postal Service® and are used with permission."



Approved Postal Provider Agreement  
**EXHIBIT F – Negotiated Service Agreement (NSA)**

SHIPPING SERVICES AGREEMENT  
BETWEEN  
THE UNITED STATES POSTAL SERVICE  
AND  
STAPLES

REGARDING PRIORITY MAIL AND PRIORITY MAIL EXPRESS

[REDACTED]

[REDACTED]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 9/25/13

STAPLES

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 9/4/13



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

[REDACTED]

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**ON BEHALF OF THE UNITED STATES POSTAL SERVICE:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Date: 9/27/2013

**ON BEHALF OF STAPLES:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Date: 9/4/13



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**EXHIBIT G—AVIATION SECURITY AND HAZARDOUS MAIL AGREEMENT**

[REDACTED]

[REDACTED]

[REDACTED]



Approved Postal Provider Agreement

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\_\_\_\_\_  
Comp [Redacted] Signature Date 9, 4, 13 [Redacted]

\_\_\_\_\_  
USPS Representative Signature Signature Date 9, 27, 13