

**SHIPPING SERVICES AGREEMENT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
STAPLES
REGARDING PRIORITY MAIL AND PRIORITY MAIL EXPRESS**

This Agreement for shipping services is made by and between Staples the Office Superstore, LLC (“Reseller”), a limited liability company organized and existing under the laws of [REDACTED] with its principal offices at [REDACTED] and the United States Postal Service (“the Postal Service”), an independent establishment of the Executive Branch of the United States Government established by the Postal Reorganization Act, Public Law 91-375, with its principal office at 475 L’Enfant Plaza, SW, Washington, DC 20260. The Postal Service and Reseller are referred to herein collectively as the “Parties” and each as a “Party.”

WHEREAS, it is the intention of the Parties to enter into a shipping services Agreement that will benefit the Postal Service, the postal system as a whole, and Reseller, and that will comply with the requirements of Title 39 United States Code, as amended by the Postal Accountability and Enhancement Act of 2006,

NOW, THEREFORE, the Parties agree as follows:

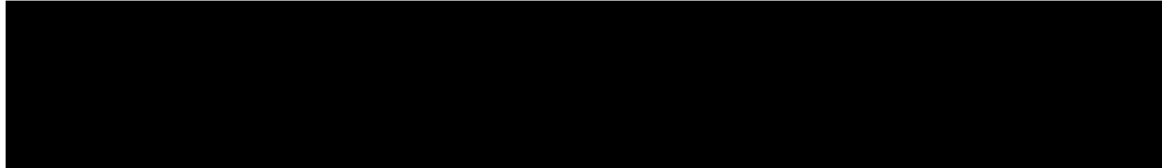
I. Terms

The following terms apply as of the implementation date, as defined below:

- A. Except to the extent different terms or prices are specified in this Agreement, applicable provisions of the Domestic Mail Manual (as may be regularly updated by the Postal Service and posted at: http://pe.usps.com/text/dmm300/dmm300_landing.htm) and of other postal laws and standards apply to mail tendered under this Agreement.
- B. This Agreement applies to Priority Mail and Priority Mail Express packages that: 1) are transacted by customers of the Reseller; 2) are tendered to the Postal Service for delivery, and 3) meet the requirements set forth in DMM 110 for Priority Mail Express, and DMM 120 for Priority Mail
- C. Reseller will pay postage to the Postal Service through the intermediary of an authorized meter provider using devices authorized by the Postal Service.
- D. The Postal Service will provide Reseller with standard packaging supplies and labels for Priority Mail and Priority Mail Express.

E. Prices. The following prices shall apply to Reseller's Qualifying Packages for the First Year of the Agreement:

1. The Postal Service shall grant the Reseller access to a Postal Service-approved point-of-sale system to allow Reseller to generate postage for Reseller's Customers at published retail prices for Qualifying Packages as defined in section I.B subject to the terms of this Agreement.
2. Published pricing for Qualifying Packages as defined in section I.B consists of published prices of the the Postal Service. Such published retail prices cannot be negotiated. Published prices are subject to change as provided in the Postal Service Notice 123 (available at pe.usps.gov) and applicable notices published in the *Federal Register*.
3. The Reseller will receive a rebate based on the difference between published retail prices for Qualifying Packages as defined in section I.B and the following customized prices set under this Agreement:



4. The rebate shall be calculated monthly based on the effective date of the Agreement. The Postal Service shall pay the rebate to the Reseller via an electronic funds transfer (EFT) payment within thirty (30) days of the end of the relevant month.

F. Price Adjustment. If at any time during the term of the Agreement, the Postal Service adjusts published prices for Priority Mail and/or Priority Mail Express, the customized prices under this Agreement will be adjusted to maintain the percentage discounts off of published retail Priority Mail and Priority Mail Express prices, as described in Section E.

1. Customized prices will be calculated by the Postal Service and rounded up to the nearest whole cent.
2. The Postal Service shall provide written notice of price adjustments to Reseller. Adjustments to customized prices will take effect on the same day of any Postal Service adjustment to published retail Priority Mail and Priority Mail Express prices.

II. Quarterly Business Reviews

The Parties shall, within thirty (30) days after the conclusion of each calendar quarter in each Agreement Year, jointly conduct a business review of general performance expectations under this Agreement either in person, by telecom, or by webinar. If either Party is unable to conduct a business review within thirty (30) days after the conclusion of the above referenced Agreement quarters, it shall notify the other Party in writing (i.e., email or mail) of that fact and propose a date as soon as practicable thereafter.

III. Regulatory Review and Effective Date

This Agreement is subject to approval by Postal Service senior management and/or the Governors of the Postal Service Governors as well as by the Postal Regulatory Commission (“the Commission”). In accordance with Title 39 and the Commission’s Rules of Practice and Procedure, and upon approval of the Postal Service Governors, the Postal Service will make required filings with the Commission. The effective date of this Agreement shall be set within ninety (90) days after receiving final regulatory approval from the Commission.

IV. Expiration Date

This Agreement shall expire one year from the effective date, unless (1) terminated by either Party with 30 calendar days notice to the other Party in writing, (2) renewed by mutual agreement in writing, (3) superseded by a subsequent Agreement between the Parties, (4) ordered by the Commission or a court, or (5) required to comply with subsequently enacted legislation.

V. Appeals

Reseller may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this Agreement by submitting a written appeal within 30 days of receipt of notification of the determination giving rise to the appeal to: Manager, Pricing and Classification Service Center, 90 Church St. Ste. 3100, New York, NY 10007-2951 ((212) 330-5300 / Fax: (212) 330-5320). The decision of the PCSC Manager will be administratively final. Any decision that is not appealed as prescribed becomes the final Postal Service decision.

VI. Confidentiality

Reseller acknowledges that as part of securing approval of this Agreement, the Agreement and supporting documentation will be filed with the Postal Regulatory Commission in a docketed proceeding. The Postal Service shall request from the Commission non-public treatment of information that the Postal Service deems to be eligible for protection from public disclosure when it files such material with the Commission, including Reseller’s identity, the terms of this Agreement, and supporting data relating to postal costs, prices, and Reseller’s shipping profile. The Postal Service will redact such information from its public filing. Reseller authorizes the Postal Service to determine the scope of information that must be made publicly available in the Commission’s docketed proceeding. Reseller further understands that a redacted version of this Agreement and redacted supporting information will be available on the Commission’s public website, www.prc.gov. At the request of Reseller, the Postal Service will notify Reseller of the docket number of the Commission proceeding once assigned. Reseller has the right, in accordance with the Commission’s rules, to address its confidentiality concerns directly with the Commission. Reseller agrees to treat as confidential and not disclose to third parties absent express written consent by the Postal Service any information related to this Agreement that is determined by the Commission to be non-public.

VII. Amendments

This Agreement shall not be amended except expressly, in writing, by authorized representatives of the Parties.

VIII. Assignment

Neither Party may, or shall have the power to, assign its rights under the Agreement or, delegate its obligations hereunder, without the prior consent of the other; such consent is not to be unreasonably withheld. In addition, in the event that Reseller is merged with or into or acquires another entity, pricing under this Agreement following such merger or acquisition shall apply only to mail sent by the entity existing prior to the merger or acquisition. Following any such merger or acquisition, the parties may negotiate in good faith to extend, modify or enter into a new Agreement applicable to the merged or acquired entity.

IX. Waiver

Any waiver by a party shall not constitute a waiver for any future occurrence. No waiver shall be valid unless set forth in a writing executed by the party waiving such provision.

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

UNITED STATES POSTAL SERVICE

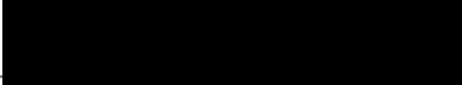
Signed by: 

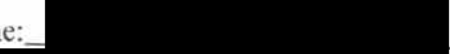
Printed Name: Cliff Rucker

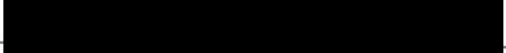
Title: Vice President, Sales

Date: 9/25/13

STAPLES

Signed by: 

Printed Name: 

Title: 

Date: 

