

LICENSE AGREEMENT: USPS TRADEMARK ON WEBSITE

USPS® encourages appropriate persons, firms and organizations (hereinafter referred to as “YOU” or “YOUR”) to place the USPS eagle logo on YOUR web site to indicate that the United States Postal Service® is a shipping provider for YOU. This is a legal agreement between YOU and the United States Postal Service. Please read the terms and conditions of use, indicate YOUR acceptance or non-acceptance, and then click the submit button at the end to register to link to usps.com®. By executing this agreement, YOU are affirmatively stating that YOU have read and understood the terms set forth herein, are indicating YOUR acceptance of this agreement and YOU agree to be bound by the terms hereof.

This License Agreement (“Agreement”) is made between YOU, and the United States Postal Service (“USPS”). YOU and USPS® may be referred to individually as a (“Party”) and together as the (“Parties”).

RECITALS

YOU own and operate a Web Site that sells items that YOU ship to YOUR customer(s) using USPS as a shipping or mailing provider (“YOUR SITE”).

YOU have selected to include the below Sonic Eagle logo for display on YOUR SITE, which is a trademark owned and registered by the Postal Service or USPS (“Mark”):



YOU desire to use the Mark on YOUR SITE for the sole purpose of indicating a shipping provider that YOU offer to YOUR customers.

The Parties desire to establish the general terms and conditions that will govern this Agreement.

In consideration of the promises set forth, the Parties agree as follows:

TERMS AND CONDITIONS

The Recitals above are hereby incorporated into the body of this Agreement.

License Grant. USPS hereby grants to YOU a non-exclusive, non-transferable, royalty-free, terminable license to reproduce the Mark on the YOUR SITE (herein, when combined, the “Licensed Material”) for display on the Internet in accordance with the terms of this Agreement to show that YOU use USPS as a shipping provider:

1. **Credit Language.** YOU shall acknowledge USPS’s ownership of the Mark in the Licensed Material by including the following statement: “USPS® and the Sonic Eagle logo are registered trademarks of the United States Postal Service and are used with permission.”
2. YOU agree to follow all the rules and regulations outlined in the *USPS Eagle Logo for Click Wrap Use Guide* as to use of the Mark provided by USPS to YOU.
3. The scope of this license extends only to the use of the Mark with the Licensed Material as stated above. This Agreement does **not** include permission to use any other USPS materials, trademarks, service marks or logos.

4. YOU agree to use the Mark only in reference to USPS or its goods or services. YOU further agree not to use the Mark in a way that suggests a non-existent affiliation, connection, endorsement or sponsorship between YOU and USPS and shall not make any representations or omissions to that effect.
5. This Agreement does not include the right to grant sublicenses or to assign this Agreement in whole or in part; any such sublicense or assignment or attempted sublicense or assignment is void and will terminate this License immediately.
6. YOU acknowledge and agree that USPS owns all right, title, and interest in and to the Mark and that any use of the Mark by YOU shall inure to the benefit of USPS. YOU further acknowledge and agree that YOU shall not, at any time, acquire any ownership rights in the Mark by virtue of any use of the Mark.
7. YOU agree to abide by the "USPS Eagle Logo for Click Wrap Use Guide" (the "Guidelines") and not to use any other trademark or copyrighted material with the Mark on YOUR SITE in a manner inconsistent with the Guidelines or otherwise in close proximity to the Marks. YOU agree that any use outside the Guidelines shall not be allowed without first obtaining USPS's written approval. The Guidelines will be supplied to YOU upon accepting the terms of this Agreement, and can be found at <https://about.usps.com/doing-business/rights-permissions/logo-trademark-usage.htm> when completing the click wrap agreements online application form.
8. YOU acknowledge that **USPS has sole discretion to provide or withhold** any approvals regarding YOUR use of the Mark.
9. YOU agree that YOU will not use the Mark in a manner that is likely to be viewed as violent, sexually provocative, offensive, obscene, in violation of "hate crime" laws, or otherwise likely to shock or offend the community or in such a way as to bring USPS, its officers, employees, or Board of Governors, or its trademarks, service marks or logos into public disrepute, scandal or ridicule, or that derogates from the public image or reflects unfavorably or negatively upon them.
10. YOU shall use only the Mark provided to YOU upon accepting this Agreement. YOU shall not publicly display or distribute or otherwise use the Mark with any deletions, additions or changes without first obtaining USPS's prior written approval to use the modified Mark.
11. Should YOU, despite the lack of any right to change, alter, or modify the Mark, proceed to do so, then YOUR acts of changing, altering, or modifying the Mark shall be deemed an automatic assignment of all rights in the changed, altered, or modified Mark (herein the "New Mark") to USPS and USPS shall be deemed to own such New Mark, along with the goodwill symbolized thereby. Any use of a New Mark shall inure to the benefit of USPS. YOU hereby confirm assignment of all right, title, and interest in any New Marks to USPS, but will memorialize such assignment as necessary in writing and will execute such other papers as are necessary to maintain or register USPS's rights in the New Mark.

TERM AND TERMINATION

12. Term. The term of this Agreement will commence upon YOUR acceptance of this Agreement. The Agreement will continue in full force and effect for a period of THREE (3) years from the date of acceptance, unless terminated sooner in accordance with the terms of this Agreement. This Agreement shall automatically renew for successive one (1) year terms unless either Party notifies the other that it does not wish to renew the Agreement in accordance with Sections 13 or 14 (Termination).
13. Termination. Either Party may terminate this Agreement at any time, with or without cause, and without cost or penalty, by giving the other Party at least ten (10) business days' prior written notice pursuant to Section 20 of this Agreement.
14. Default. Either Party may terminate this Agreement immediately for default of any material term of this Agreement.

15. Termination for Failure to Offer USPS Services. If YOU do not offer USPS as a shipping or mailing service option on YOUR SITE, this Agreement is void. If YOU suspend offering USPS shipping or mailing service options, this Agreement shall terminate immediately upon such suspension.
16. Effects of Termination. Upon termination by either Party, the license set forth in this Agreement will automatically terminate and YOU agree to immediately remove the Mark, and all references to USPS, from YOUR SITE, and to destroy or erase from YOUR computer memory any items containing the Mark.

GENERAL PROVISIONS

17. YOU agree to defend (at USPS's discretion), indemnify and hold USPS harmless against any and all third-party claims, demands, causes of action, liability, loss, damage, judgments, or expense (including court costs and reasonable attorney's fees) arising out of YOUR use of the Mark as well as for any claims brought for the products or services sold on, or distributed from, YOUR SITE.
18. Nothing in this Agreement shall be deemed to create, either expressly or by implication, the power in either Party to bind the other. Neither Party shall be bound by the actions of the other Party. Nor shall the Parties be liable for the debts of the other. Furthermore, neither Party shall have a right to share in the profits of the other. This Agreement is not intended to be a joint venture, partnership, or other formal business organization, and neither Party is under any obligation to enter into any further agreement with or make any additional compensation to the other Party. Other than linking to the USPS home page available at <http://www.usps.com>, YOU shall not link to internal links at usps.com unless YOU enter into a separate website linking agreement with USPS.
19. Notices. Any notice under this Agreement shall be sent to the address below by USPS Certified Mail® service with Return Receipt requested, and by electronic mail to the addresses below, and shall be deemed to have been given at the time it is mailed and emailed.

To Licensor:

United States Postal Service
Licensing & Creative
475 L'Enfant Plaza, SW, 5th Floor
Washington, DC 20260-0004
ATTN: Manager, Rights & Permissions
Email: permissions@usps.gov

With copies to:

United States Postal Service
Corporate Communications
475 L'Enfant Plaza, SW, 10th Floor
Washington, DC 20260-0004
ATTN: Manager, Brand & Policy

20. Governing Law. This Agreement shall be construed under and governed by the Federal laws of the United States.
21. Severability. If any provision of this Agreement is determined to violate the laws of the place where it is to be performed, then such provision shall be void and the other provisions of this Agreement shall remain in full force and effect.
22. Privacy. Any information or data provided by YOU as part of the application process to obtain the rights and obligations set forth herein shall be governed by the United States Postal Service's privacy policy. For information about our privacy policy, please visit www.usps.com/privacyoffice.

23. Notwithstanding the expiration or termination of this Agreement, the obligations set forth in Sections 5, 6, 11, 18, 19, 20, 21, 22 and 26 shall survive such expiration or termination.
24. YOU represent and warrant that (a) YOU have the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder; (b) YOUR SITE and any material displayed on YOUR SITE will not (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy, (ii) violate any applicable law, statute, ordinance or regulation, (iii) be defamatory or libelous, (iv) be lewd, pornographic or obscene, (v) violate any laws regarding unfair competition or false advertising, (vi) promote violence, firearms, ammunition, or contain hate speech, (vii) promote illegal activity or behavior, or discrimination or harassment based on age, disability, gender, national origin, race, religion, or sexual orientation, or (viii) result in any consumer fraud, product liability, breach of contract to which it is a Party, or cause injury to any third party.
25. Limitation of Liability. USPS's liability arising out of this agreement is limited to the direct damages to YOU arising out of the negligent or wrongful act or omission of any employee of USPS, acting within the scope of his or her office or employment, under circumstances where USPS, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred, and subject to the limitations set out in the federal tort claims act (28 U.S.C. §§ 1346(b), 2401(b)) and is further limited to the sum of \$100,000 or the total amount paid to USPS by you pursuant to this agreement, whichever is less. In addition, the USPS shall not be liable for special, indirect, incidental, punitive, consequential or any similar damages (including, without limitation, damages for loss of business profits, business interruption or any other loss), whether or not caused by or resulting from the negligence of the USPS even if YOU have been advised of the possibility of such damages.

USPS may modify any of the terms and conditions contained in this agreement, at any time and in its sole discretion. Any such revisions and modifications to this agreement shall be binding on YOU ten (10) calendar days after USPS posts such revisions to the USPS Rights and Permissions web site located at: <https://about.usps.com/doing-business/rights-permissions/welcome.htm> or upon actual notification to YOU. YOUR continued participation following notice will constitute YOUR binding acceptance of the change or new agreement.

I acknowledge and agree that I have read the entire Agreement above and I am authorized to accept this agreement for myself or the entity that I have registered with the USPS Rights and Permissions program. By clicking Accept, I agree that the electronic signatures above shall bind the parties pursuant to the Electronic Records and Signatures in Commerce Act (15 U.S.C. § 7001).

Upon acceptance of this Agreement, a copy of this Agreement and the Guidelines will be provided to YOU electronically.