MERGE/PURGE ORDER FORM

Rev 3-03/10

Contact:_____   Job Name / PO#:_____

Company:_____   Date In:_____   Date Desired:_____

Merge/Purge Specifications

MATCH CRITERIA	FOREIGN RECORDS	SUPPRESS LIST(S)	OUTPUT DUPLICATES	MULTI-BUYER COUNTS
☐ 1 Per Person	☐ Keep ☐ Drop	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
☐ 1 Per Address & Last Name			☐ Duplicate Sets	
☐ 1 Per Address			☐ Duplicate Drops	

LIST PRIORITY	FIELD PRIORITY	DUPE GROUP POSTING	RUN AGAINST PANDER FILE
☐ Random ☐ Assigned[1]	☐ Yes[2] ☐ No	☐ Yes[3] ☐ No	☐ Yes ☐ No

Input File Information - List all expected files (and lists, if files contain more than one list) and expected quantities below.

[1]Priority	File Name	Keycode	Quantity	Explanations
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

[2]Field Priority Information

Priority	Field Name	Priority	Field Name
_____	_____	_____	_____
_____	_____	_____	_____

[3]Dupe Group Posting

Field Name	Explanations
_____	_____
_____	_____
_____	_____
_____	_____

Output

☐ Output a file; job is complete.   ☐ Do not output a file; further processing is needed.

☐ Output a file, and further processing is needed.

☐ Duplicates File   Format: ☐ Hard Copy ☐ FTP ☐ Email ☐ Media:_____
                     File Type: ☐ dBASE   ASCII - ☐ Tab ☐ "," ☐ Fixed   ☐ Other:_____

☐ Net M/P File   Format: ☐ Hard Copy ☐ FTP ☐ Email ☐ Media:_____
                     File Type: ☐ dBASE   ASCII - ☐ Tab ☐ "," ☐ Fixed   ☐ Other:_____

Merge/Purge Order Form Supporting Information

Match Criteria The matching technique used to define duplicate records.

◆ *One Per Person* One record per first and last name and complete address will be retained. One per person means the matching is based on first name, last name, and address information. First names are standardized for matching purposes only (Bill matches with William, Peggy with Margaret, etc). Input data is not changed. First names are matched to first initials (J. Smith matches with John Smith).

◆ *One Per Address & Last Name* One record per last name and complete address will be retained. For example, roommates with different last names are retained. Most hyphenated last names are matched to non-hyphenated last names (John Smith matches with Nancy Nelson-Smith).

◆ *One Per Address* One record per complete address will be retained. One per address means the matching is based on address information only. Names are only considered on rural route addresses with no box number.

Foreign Records   Non-US addresses. Do you want foreign records kept or dropped from your list(s)? If kept, and you want the records checked for duplicates, a special pass is required.

Suppress List   Records you wish to exclude from the net record file. Do you have any suppress list(s)?

Output Duplicates   We can provide duplicate records in hard-copy, on media or electronically. If duplicates are detected, do you want a copy of the records? If yes, do you want the keep record with the dropped records (duplicate sets), or just the dropped records (duplicate drops)? Please specify desired output format and file type information if report is on media or sent electronically.

Multi-Buyer Counts The number of records found on multiple lists, by number of lists. (i.e., 278 records found on 2 lists, 75 records found on 3 lists, etc).   Do you want multi-buyer counts?

List Priority   The order among multiple lists. If you have more than one list, list priority is the order in which you want to drop the duplicate records. If you select *random*, there is no priority. If you select *assigned,* provide priority in **Input File Information Section**, with one being the highest priority.

Field Priority   The order within a given field. You have the option to prioritize which records are dropped first based on the value in a field. Do you have a field priority? If you select *yes*, provide priority, field name and value in **Field Priority Information Section**, with one being the highest priority.

Dupe Group Posting A way to salvage useful data from duplicate records before discarding them. Do you wish to group post? If you select *yes*, list field names in **Dupe Group Posting Section** and provide explanation.

Run Against Pander File The Pander File is a database compiled by the Direct Marketing Association, of consumers who have requested not to be solicited by mail. Do you want the pander file suppressed from your output?

Input File Information A list of your input files and expected record counts. Provide information about your files. A file may contain more than one list, (i.e., a list of cat owners and a list of dog owners with a code that determines each list). *Priority* is the primary way that determines which record of each duplicate set will be retained, with one being the highest priority. *File name* is the name of each input file. *List name* is the name of each specific list within the file. *Keycode* is a specific code for each input list. *Quantity* is the expected gross number of records per list.

Field Priority Information   If you marked *yes* in **Field Priority,** provide the field name and priority, with one being the highest priority.

Dupe Group Posting If you marked *yes* in **Dupe Group Posting** under **Merge/Purge Specifications Section***,* provide the field names you wish to post and any explanation.

Output Provide output format and file type information for output file(s).

Lorton Data General Terms and Conditions

(1) <u>Invoicing</u>. Unless otherwise provided for under Order Billing Information, Lorton Data, Inc. ("Lorton Data") will invoice You* for services rendered and goods provided in accordance with Lorton Data's price schedule in effect on the date of Your* Order. In addition, Lorton Data will invoice You for all out-of-pocket costs and expenses including postage, freight, shipping and handling, and insurance. Invoices are due upon receipt or such later date as pre-approved by Lorton Data's credit department. Invoices not paid in full within fifteen (15) days of the due date will accrue a service charge at the rate of 1.5% per month on the unpaid balance from the due date.

(2) <u>Specifications and Approvals</u>. If You wish Your Order to comply with a certain job specification, You must provide such job specification to Lorton Data with Your Order. All additions or changes to job specifications must be in writing and acknowledged by an authorized Lorton Data employee. If You do not provide Lorton Data with complete, written job specifications or two or more elements of Your written job specifications are contradictory, then Lorton Data's standard job specifications and best judgment will govern. Lorton Data may conclusively rely upon its interpretations of, and will not be liable for failure to comply with, any verbal instructions. When Lorton Data submits counts, samples or other interim results to You for Your review and approval, You shall promptly review the same, including reviewing the same for reasonableness, and advise Lorton Data of any faults, inaccuracies or problems. Unless and to the extent You promptly and specifically object, Lorton Data shall be entitled to continue processing Your Order based upon the correctness of such interim results.

(3) <u>Deadlines</u>. Lorton Data will use its best efforts to meet specific deadline requests made at the time You place Your Order. Deadline requests are, however, not binding on Lorton Data, and Lorton Data is not liable, in any way, for failure to meet a specific deadline request.

(4) <u>Customer Responsibilities</u>. To enable Lorton Data to timely and properly complete Your Order, You are responsible for and will:
(a) provide Lorton Data with all necessary lists, records and other data applicable to Your Order,
(b) provide Lorton Data with complete job specifications, in writing and/or on the input screen(s) of a program provided by Lorton Data,
(c) provide Lorton Data with layouts for Your data. If no layouts are provided, Lorton Data will, at Your cost, make a reasonable effort to interpret Your data and be entitled to rely conclusively on its interpretations thereof,
(d) promptly review Lorton Data counts, samples or other interim results, including reviewing same for reasonableness, and approve such results or advise Lorton Data of any faults, inaccuracies, or problems,
(e) maintain adequate back-up copies of data furnished to Lorton Data to enable Lorton Data to regenerate such data which, for any reason, is lost, damaged or destroyed. If You do not maintain adequate back-up data, Lorton Data's liability for lost, damaged or destroyed data shall be limited solely to media costs not to exceed the liquidated damages sum of $250. Lorton Data shall not be liable for data or material damaged in transit,
(f) promptly examine all final output data received from Lorton Data for validity prior to use.

(5) <u>Customer Warranties and Representations</u>. You hereby warrant and represent that:
(a) You own or have obtained proper authorization or approval to use or reuse all data provided to Lorton Data for processing on Your behalf. You agree to indemnify and hold Lorton Data and Lorton Data's officers, directors, agents and employees harmless against any and all claims, causes of action, suits, proceedings, losses, damages, demands, fees, expenses, fines, penalties and costs (including reasonable attorneys' fees and expenses) arising directly or indirectly out of Lorton Data's processing of such data on Your behalf.
(b) You understand that use of data obtained through the processing authorized may be governed by State or Federal Law. You represent that Your purposes for obtaining this data through this processing are legitimate under these laws, and agree to abide by all State and Federal Laws regarding the use of such data.

(6) <u>Lorton Data's Warranties and Representations</u>. Lorton Data hereby warrants and represents that:
(a) all of its services shall be performed in a workmanlike manner in accordance with generally accepted industry standards, and
(b) it shall not knowingly infringe upon any then existing intellectual property right of a third party.

EXCEPT AS PROVIDED IN THIS SECTION (6), LORTON DATA MAKES NO WARRANTIES OF ANY KIND AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION THAT THE SERVICES, PRODUCTS AND RELATED OPERATIONS PERFORMED HEREUNDER WILL BE ACCURATE OR FREE FROM ERROR, AND INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE IN THE TRADE.

(7) <u>Disclaimers</u>. LORTON DATA SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE WORK OR PRODUCT HEREIN AUTHORIZED INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST SAVINGS, OR LOST DATA, OR FOR ANY DAMAGE RELATED TO THE USE OF OR INABILITY TO USE THE PROCESSED DATA GENERATED BY LORTON DATA EVEN IF LORTON DATA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. LORTON DATA'S TOTAL LIABILITY SHALL BE FOR THOSE DIRECT DAMAGES SUFFERED BY YOU DUE TO LORTON DATA'S PERFORMANCE UNDER THIS ORDER IN AN AMOUNT NOT TO EXCEED FEES ACTUALLY PAID BY YOU TO LORTON DATA FOR SERVICES DIRECTLY RELATED TO THE DAMAGES SUFFERED.

(8) <u>Confidentiality</u>. Lists, records, spreadsheets, manuscripts, diagrams, and/or graphics that You provide to Lorton Data shall be considered "Confidential Information". Lorton Data will disclose Confidential Information only to its employees and/or vendors who may need to know it in order to process Your Order, and to authorized persons designated by You. Lorton Data also agrees not to use such Confidential Information on its own behalf or for its own interest without Your prior consent. Confidential Information shall not include any information that (i) is or becomes available to the public through no fault of Lorton Data, (ii) is lawfully received by Lorton Data from a third party that is not subject to disclosure restrictions, (iii) is independently developed by Lorton Data without using Confidential Information, (iv) has been approved for public release by Your authorization; or (v) is known to Lorton Data without a duty of confidentiality prior to first receipt of it from You.

For data quality purposes, Lorton Data may compile statistical information on names and addresses, and information on individual address corrections. Such information shall belong to Lorton Data and shall not be considered Confidential Information as defined in this Section (8). Additionally, where data is submitted to the USPS for correction at Your request, the USPS may also retain such information.

(9) <u>Force Majeure</u>. Lorton Data shall not be in default by reason of any failure in its performance if such failure to perform is otherwise due to causes beyond the reasonable control of Lorton Data, which may include, without limitation, the failure of computers, equipment, or software, or the illness, disability or resignation of Lorton Data's personnel or contractors, to the extent that such default could not be resolved by Lorton Data with reasonable efforts.

(10) <u>Subcontractors</u>. Lorton Data shall have the right to subcontract any or all of its obligations to one or more parties, provided that Lorton Data shall oversee all work performed by subcontractors, and provided that Lorton Data shall remain responsible for the delivery and quality of the goods and/or services ordered herein.

(11) <u>Governing Law</u>. The provision of goods and services covered hereby and all Terms and Conditions hereof shall be governed by, construed and enforced under the internal laws (and not the laws of conflicts) of the State of Minnesota. All actions with respect hereto shall be brought in the state and federal district courts of Hennepin County, MN, and in no other jurisdiction.

(12) <u>Entire Agreement</u>. This Document is the final expression of the Terms and Conditions that govern all Orders placed by You with Lorton Data for the provisions of goods and/or services and may not be contradicted by evidence of any alleged oral agreement or other written agreement. Please read it and keep it for your records. Any unilateral purchase order shall be effective only to specify the services and/or goods ordered and the quantities, and shall be otherwise governed by these Terms and Conditions. If You purchase list rental products or services, the Lorton Data List Rental Terms and Conditions also apply, and are incorporated here by reference.

* The terms "You" and "Your" as used herein refer to the customer ordering goods and/or services from Lorton Data.   Rev 4 - 10/19/12