

## Daily Mail Service Terms and Conditions

**Use of any Daily Mail Service of Lake Michigan Mailers, Inc. (LMM) constitutes acceptance of these Daily Mail Service Terms and Conditions (DMSTC).** The DMSTC may be modified from time to time; the current DMSTC will be located at [https://imailconnect.com/PDFs/Terms\\_And\\_Conditions.pdf](https://imailconnect.com/PDFs/Terms_And_Conditions.pdf), which will apply to any Daily Mail Service performed by Lake Michigan Mailers, Inc. Additional terms may apply and will be provided to the Customer depending on the specific services utilized. All services offered by LMM are governed by its Service Customs which can be found here: <http://barcodemail.com/our-company/service-customs/>. In the event that the DMSTC conflicts with the Service Customs, the Service Customs will prevail.

The term "Daily Mail Service" refers to a menu of programs provided by LMM for First-Class Mail and parcel processing, and shipping services as may be defined herein. The offerings of the Daily Mail Service menu may be altered by LMM to adhere to Postal Service, carrier regulations, advances in technology, generally accepted business practices, or to ensure the safety to LMM personnel, customers, or the general public.

### Daily Mail Services

The DMSTC covers all of the Daily Mail Services listed below and any service subset that may be established, as of the revision date detailed at the bottom of this document.

LMM Applies Postage / Initiates Carrier Charges	Customer Applies Postage / Initiates Carrier Charges
Premier Post®	MeterPlus™
Premier Post® Automated Flats	SortMax™
Premier Post® Shipping	Mail Express™
Parcel Wizard™	

### Prepaid Fund Accounts

Daily Mail Services that include the payment of postage by LMM, on behalf of the customer, to the U.S. Postal Service (Postal Service) including **Premier Post®, Premier Post® Shipping, and Premier Post® Automated Flats**, postage is due at the time of mailing. Premier Post®, Premier Post® Shipping, and Premier Post® Automated Flats customers are required to maintain a positive (i.e. credit) balance in their Prepaid Fund Account. LMM will provide the Customer, via LMM's customer service portal at iMailConnect.com with access to a report on a weekly basis as part of weekly service invoicing detailing the balance of the Prepaid Fund Account as of the date of the invoice. All charges (postage, carrier charges, monthly fees, volumetric service fees, penalties, finance charges, and corrective action fees) will be automatically deducted from the Customer's Prepaid Fund Account.

Daily Mail Services wherein the Customer applies postage, to the Postal Service including **MeterPlus™, SortMax™, and Mail Express™** are not required to maintain a Prepaid Fund Account unless otherwise utilizing a service that requires the existence of a Prepaid Fund Account. A MeterPlus™, SortMax™, or Mail Express™ customer may elect to establish a Prepaid Fund Account. IF a Prepaid Fund Account has been established by the Customer, all charges (carrier charges, monthly fees, volumetric service fees, penalties, finance charges, and corrective action fees) will be automatically deducted from the Customer's Prepaid Fund Account.

Customers utilizing **Parcel Wizard™** are required to maintain a positive (i.e. credit) balance in their Prepaid Fund Account **IF** the Customer's service profile allows for use of any product of the Postal Service. LMM will provide the Customer, via LMM's customer service portal at iMailConnect.com with access to a report on a weekly basis as part of weekly service invoicing detailing the balance of the Prepaid Fund Account as of the date of the invoice. All charges (postage, monthly fees, volumetric service fees, penalties, finance charges, and corrective action fees) will be automatically deducted from the Customer's Prepaid Fund Account. Carrier charges will be billed in arrears based on carrier delivery charges and results. Carrier charges will be automatically deducted from the Customer's Prepaid Fund Account once the delivery charges are provided to LMM by the Carrier.

### Insufficient Funds

LMM will monitor the Prepaid Fund Account balance daily. If, at any time, the Prepaid Fund Account balance becomes negative (i.e. debit or overdrawn), LMM may impose a fee for insufficient funds based on the fee schedule detailed below. The service fee for insufficient funds will be calculated and added to the debit balance of the Customer's Prepaid Fund Account daily until such time as the debit balance is corrected or service is suspended by LMM. LMM may, at its sole discretion, suspend all or partial services to the Customer at any time if the Customer's Prepaid Fund Account balance becomes negative (i.e. debit or overdrawn). LMM may, at its sole discretion, apply other funds provided by the Customer for other jobs or projects after fees for insufficient funds are calculated and applied and prior to suspending services. If service is suspended by LMM, the Customer will be required to pay a restart fee, as detailed below, pay all open invoices and outstanding fees for insufficient funds, and will also have to provide sufficient funds to their Prepaid Fund Account to cover future activity. Changes to this policy and/or the fee structure for insufficient funds and/or service restart fee are subject to change as presented by LMM via this link: <http://barcodemail.com/our-company/service-customs/>.

**Service Fee for Insufficient Funds:** **5.0%** of the outstanding debit balance (\$29.00 minimum) billable for each day services are provided **and** the Prepaid Fund Account is in a negative (debit or overdrawn) balance. **Customers who fund their Prepaid Fund Account using a credit card, wire, or ACH origin debit, are NOT subject to service fees for insufficient funds.**

**Fee for Restarting Service Suspended Due to Insufficient Funds:** \$45.00.

### **Invoicing for Monthly Fees, Volumetric Services Fees, Penalties, and Corrective Action Fees**

**Premier Post®, Premier Post® Automated Flats, and Premier Post® Shipping** volumetric service fees, are invoiced weekly in arrears and applied against the Customer's Prepaid Fund Account. Quality control fees, penalties, and corrective action fees are invoiced monthly in arrears and applied against the Customer's Prepaid Fund Account.

**MeterPlus™**, monthly fees are invoiced monthly in advance and may be paid by check, credit card, ACH, or Prepaid Fund Account. Additional postage fees, penalties, and corrective action fees are invoiced monthly in arrears and may be paid by check, credit card, ACH, or Prepaid Fund Account.

**SortMax™, and Mail Express™** volumetric service fees, are invoiced weekly in arrears and may be paid by check, credit card, ACH, or Prepaid Fund Account. Quality control fees, penalties, and corrective action fees are invoiced monthly in arrears and applied and may be paid by check, credit card, ACH, or Prepaid Fund Account.

### **Finance Charges**

Payment terms for all services are NET 7 DAYS FROM DATE OF INVOICE. A finance charge of 20% APR, will be assessed daily (0.0548% per day) on the entire past due balance, non-compounding and will be invoiced monthly.

### **Service Cancellation**

**Cancellation by Customer:** For all services described herein, the Customer is free to cancel service at any time. Customer agrees to pay LMM for all work performed. Billed charges for the monthly service fees and any additional services are non-refundable and non-prorated for the month in which service is terminated. All open invoices will be applied to the Customer's Prepaid Fund Account, if any, prior to issuing a balance refund to the Customer.

**Cancellation by LMM:** For all services described herein, LMM is free to cancel service with five business days' notice with such notice being provided to customer via U.S. Mail, email, or posting on LMM's customer service portal at iMailConnect.com. LMM reserves the right to suspend or cancel any service described herein without the aforementioned notice in the event of any change in Postal Service, carrier regulations, civil unrest, inclement weather, at the order of any public authority duly served, or at any time, in the sole judgement of LMM, such suspension or cancellation is necessary to protect the physical safety of its personnel, its facilities, equipment, its customers, or the general public. In the event of any service cancellation by LMM, Customer agrees to pay LMM for all work performed. Billed charges for the monthly service fees and any additional services are non-refundable and non-prorated for the month in which service is terminated. All open invoices will be applied to the Customer's Prepaid Fund Account, if any, prior to issuing a balance refund to the Customer.

### **Carrier Delivery Charges**

Carriers may elect to adjust fees for distribution and delivery based on final delivery. This may include, but not be limited to charges for incorrect address, residential delivery, remote delivery, and/or fuel surcharges. Customer agrees to pay LMM for all such carrier charges assessed on parcels processed by LMM on behalf of the customer.

### **Service Requirements**

Each Daily Mail Service described herein includes a unique set of Service Requirements. Service Requirements are provided on LMM's customer service portal iMailConnect.com. Customer agrees to provide all mail, parcels, and items for handling by LMM in accordance with services for which LMM has been engaged. Customer acknowledges that provision to LMM of any mail, parcels, or other items for handling of that fails to meet the Service Requirements may result in processing delays, additional handling charges, additional carrier charges, additional postage charges, Postal Service penalties, or some combination of all of the aforementioned.

### **Quality Control Issues and Additional Charges**

Self-metering customers (**MeterPlus™, SortMax™, or Mail Express™**), whose mail fails to meet the requirements detailed in the DMSTC and the specific Service Requirements for the service utilized, that is identified by LMM's quality control procedures, but meets the minimum mailing requirements of the Postal Service will be removed from the processing stream (e.g. missing postage, incorrect postage applied, automation compatibility, insufficient postage applied, etc.). These items will be corrected, as required, and mailed as appropriate provided the Customer has established a Prepaid Fund Account and maintains a positive (credit) balance. The Customer may be invoiced a fee for correction and all applicable postage costs. Customer agrees to reimburse LMM for such costs within LMM's normal payment terms. All such charges will automatically be withdrawn from any Prepaid Fund Account that the customer may have established.

If the Customer does not establish or maintain a Prepaid Fund Account, all such mail found to be in error will be pulled from the processing stream and returned to the customer the next business day as part of the normal mail collection cycle.

Mail that fails to meet the requirements detailed in the DMSTC and the Service Requirements that is identified by LMM's quality control procedures, but does not meet the minimum mailing requirements of the Postal Service, will be returned to the Customer the next business day. This will specifically *exclude* stamped, Business Reply Mail, and full postage letters, flats, and parcels, all of which will be delivered to the U.S. Postal Service without review, comment or correction by LMM.

Mail that fails to meet the requirements detailed in the DMSTC and the specific Service Requirements for the service utilized, that is not identified by LMM's quality control procedures until after it has been processed into the mailstream, and is part of a larger mailing, must be corrected prior to submission to the Postal Service. These items will be corrected, as required, and mailed as appropriate regardless as to whether the Customer has established a Prepaid Fund Account and maintains a positive (credit) balance. The Customer may be invoiced a fee for correction and all applicable postage costs. Customer agrees to reimburse LMM for such costs within LMM's normal payment terms. All such charges will automatically be withdrawn from any Prepaid Fund Account that the customer may have established.

For **all services**, material provided by the Customer for processing, that does not adhere to the instructions detailed in the DMSTC or Service Requirements, including Postal Service Move Update requirements or carrier requirements, may be subject to processing delays, additional handling charges, additional postage costs, service penalties imposed by the Postal Service or other carriers, or some combination of all four. The Customer will be invoiced for such charges and agrees to reimburse LMM for such costs within LMM's normal payment terms. All such charges will automatically be withdrawn from any Prepaid Fund Account that the customer may have established.

#### **Service Interruptions**

It is the intent of LMM with respect to **all services** detailed in this DMSTC to provide the most expeditious handling of the Customer's material. In the event that a service interruption or other event occurs, outside of the control of LMM, that prevents LMM from processing the Customer's material using the agreed upon method, or at the agreed upon postage or carrier rate, LMM will, if possible and at its sole discretion, apply additional postage or carrier fees as may be necessary to render such items to the Postal Service or other carrier for delivery. LMM will not assess an additional handling fee for this service but will charge the Customer for all additional postage or carrier costs. Customer agrees to reimburse LMM for such costs within LMM's normal payment terms. All such charges will automatically be withdrawn from any Prepaid Fund Account that the customer may have established.

The Customer may elect to have LMM hold their material until such time that service interruption or other event that prevented the use of the agreed upon method, or the achievement of postage or carrier discounts can be resolved. Such elections can be made by providing LMM with such instructions in a letter on the Customer's letterhead and signed by an authorized agent of the Customer. By electing this option, the Customer acknowledges that delivery of mail and parcels will be delayed and that such delay may exceed the total time of the original service interruption.

#### **Limitation of Liability**

LMM IS NOT RESPONSIBLE FOR DELAYS IN PROCESSING CAUSED BY ANY CARRIER. SUCH DELAY WILL NOT BE CONSIDERED A DEFAULT BY LMM. THE MAXIMUM LIABILITY OF LMM IS LIMITED SOLELY TO THE COST OF THE WORK PERFORMED. IN THE EVENT OF A DEFAULT BY LMM, LMM SHALL AT NO COST RE-PROCESS AND/OR RE-MAIL AT THE SAME LEVEL OF SERVICE, A CORRECTION OR A CORRECTED JOB AS NECESSARY TO REMEDY THE DEFAULT OR, ALTERNATIVELY, REFUND TO CUSTOMER THE AMOUNT PAID FOR THE DEFAULTED JOB, PLUS APPLICABLE POSTAGE AND SHIPPING CHARGES. IN NO EVENT WILL LMM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION LOSSES. THE LIABILITY LIMITATIONS SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY, OR OTHERWISE.

#### **Volume Count and Invoice Discrepancies**

It is the intent of LMM to provide accurate reporting and invoicing with respect to **all services** detailed in this DMSTC. All services described herein are subject to frequent and regular audit by the Postal Service and other carriers. Whereas LMM is bound to adhere to Postal Service or carrier regulations with respect to volume counts and other quality issues, it shall be the policy of LMM to rely on data generated by its machinery and software, as submitted to, and verified by, the Postal Service or other carriers, as the true and accurate volume count for all supporting reports and invoices provided to Customer. LMM will not investigate, review, or adjust any volume count, report, or invoice charge of any service that is audited by the Postal Service or other carrier wherein the volume in question varies by less than +/- 2% of the total volume submitted for the Customer for the given mailing, invoice period, project, or report.

#### **Postal Service and Carrier Acceptance Times, Locations, and Regulations**

The Postal Service and other carriers, at their sole discretion, establish all acceptance deadlines, acceptance locations, and regulations for all classes of service. The Postal Service or other carriers may, at their sole discretion, alter, suspend, or discontinue their established acceptance deadlines, alter or eliminate acceptance locations, alter, suspend, or discontinue their established regulations, or some combination of all three. Such actions may be implemented by the Postal Service or other carrier without prior or sufficient notice to LMM.

#### **Required Postal Service and Carrier Supplemental Documentation**

For **all services**, Customer agrees to provide all Postal Service and Carrier documentation as may be necessary for LMM to affect the services indented by the DMSTC at LMM's request and within the timeframe specified by LMM. This may include, but not limited to, the Process Acknowledgement Forms (PAF), Meter ownership identification forms (Form 8096), customs declaration

forms, Certified Mail forms, Insured Mail forms, Registered Mail forms, export documentation, bills of lading, etc. Customer acknowledges that failure to complete and/or update such forms may result in delivery delays or suspension of services until such time as documentation is updated/completed and on file with LMM.

#### **Item Retrieval Requests**

Authorized Customer representatives may request that any item provided to LMM by the Customer be retrieved from the processing stream. This request may only be made by the Customer completing the Item Retrieval Request form on LMM's customer service portal, iMailConnect.com. Verbal requests, and requests submitted through email will NOT be accepted. Limit of one (1) item may be retrieved per request. All Item Retrieval Requests are subject to a fee per submitted request. LMM will endeavor to retrieve the requested item. All such items will be returned the Customer's regular service collection point. LMM cannot guarantee that retrieval efforts will be successful. LMM is unable to retrieve any item that has already been accepted by the Postal Service or other Carrier. Under no circumstances will items be released to Customer.

#### **Customer Contact Information**

Customer agrees to provide LMM with current service address and billing address information and keep all such information current through the use of LMM's customer service portal at iMailConnect.com.

#### **Move Update Requirements – Postal Service**

Customer hereby acknowledges that items sent via U.S. Mail must meet the Move Update requirements of the Postal Service as may be amended in order to qualify for First-Class Mail discounted prices or for Marketing Mail discounted prices. The Customer certifies to LMM that the addresses on all First-Class Mail and Marketing Mail submitted to LMM for mailing at discounted prices have been updated within 95 days of the date the mail is submitted to the Postal Service using one or more Postal Service approved address updating processes. Customer acknowledges they are solely responsible for providing adequate substantiation of Move Update compliance.

The Customer acknowledges and agrees that they are the mail owner/list owner and are responsible for maintaining their database(s) in accordance with Postal Service regulations including Move Update requirements and will be liable for and will pay directly to the Postal Service, following proper notice by the Postal Service and subject to appeals described by postal laws and regulations, any revenue deficiency or service penalty assessed on discounted First-Class mail or discounted Marketing Mail submitted on their behalf by LMM to the Postal Service. Customer also agrees to reimburse LMM for any revenue deficiency or service penalty assessed on discounted First-Class Mail or discounted Marketing Mail paid by LMM to the Postal Service on the Customer's behalf. All such charges will automatically be withdrawn from any Prepaid Fund Account that the customer may have established.

#### **Postal Service Approved Move Update Methods**

NCOA<sup>LINK</sup>® product

One Code ACS<sup>TM</sup>/ ACS<sup>TM</sup> product

Appropriate ancillary service endorsement (Including appropriate address record corrections)

NCOA<sup>LINK</sup> MPE via an agreement with Lake Michigan Mailers.

NCOA<sup>LINK</sup> MPE Forwardable Mailpiece

NCOA<sup>LINK</sup> MPE Notification via Return Mailpiece (NRP)

NCOA<sup>LINK</sup> MPE Notification via Return Photocopy of Mailpiece (PNRP)

#### **NCOA<sup>LINK</sup> MPE Service Options Explained**

**NCOA<sup>LINK</sup> MPE Forwardable Mailpiece:** Customer's mail is processed under a unique profile provided by LMM. Under this option, mail identified by the NCOA<sup>LINK</sup> MPE system will be identified with the new address and Intelligent Mail Barcode® and forwarded to the new address.

**NCOA<sup>LINK</sup> MPE Notification via Return Mailpiece:** Mail identified by the NCOA<sup>LINK</sup> MPE system will be identified with the new address or with information that no forwarding information is available. This mail will be REMOVED from the mailing and returned to the point of ordinary daily collection at the Customer's site within seven business days of mailing. Customer is responsible for re-addressing, re-enveloping and re-mailing to the new address. Customer acknowledges, accepts and authorizes that use of this service option will result in NCOA<sup>LINK</sup> MPE identified mail being returned to Customer within seven business days of original mail date.

**NCOA<sup>Link</sup> MPE Notification via Return Photocopy of Mailpiece:** Mail identified by the NCOA<sup>Link</sup> MPE system will be identified with the new address or with information that no forwarding information is available. This mail will be REMOVED from the mailing, photocopied by LMM. The photocopy will be returned to the point of ordinary daily collection at the Customer's site within seven business days of mailing. The original mailpiece will be re-dated by LMM and re-mailed within seven business days. Customer acknowledges, accepts and authorizes that use of this service option will result in NCOA<sup>Link</sup> MPE identified mail being re-dated and mailed within seven business days of original mail date.

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### **NCOA<sup>Link</sup>® MPE Processing Services**

Lake Michigan Mailers, Inc. is a non-exclusive Licensee of the USPS® (United States Postal Service®) to provide NCOA<sup>Link</sup> MPE processing.

MPE Data Users receive the full 18-month data set provided weekly under direct license from the USPS.

The full NCOA<sup>Link</sup> file is a consolidated file of move information that on average contains approximately 160 million permanent changes-of-address (COAs) filed with the United States Postal Service (USPS). These COAs are retained on the file for a four-year period from the move-effective date and the file is updated weekly.

Before being added to the NCOA<sup>Link</sup> file, the **Old** address supplied by the Postal customer must be ZIP + 4 coded. The **New** addresses must be ZIP + 4 coded and validated using the USPS' proprietary database of actual delivery points. (NOTE: The delivery point database does not include NAMES or COA information.) Each delivery point confirmed **New** address is included on the NCOA<sup>Link</sup> file. If unable to validate the **New** address, the NCOA<sup>Link</sup> MPE process will indicate that a move exists but will not provide the undeliverable **New** address.

**New** address information is provided only when a match to the old name and address is attained. The typical profile of the **New** address information contained on the NCOA<sup>Link</sup> file is as follows:

- 89.68% Forwardable moves containing delivery point confirmed **New** addresses—**New** address provided
- 1.19% Moves containing unconfirmed **New** addresses - **New** address not provided
- 7.44% Moved, Left No Address\*\*
- 1.63% PO Box Closed\*\*
- 0.06% Foreign Moves\*\*

\*\* The literal "NEW ADDRESS INFORMATION UNKNOWN" is provided in lieu of address information for Mailpiece Facsimile, Notification via Returned Mailpiece, DBCS and Flats processing only.

When possible, postal customers who move multiple times within the NCOA<sup>Link</sup> time period are "linked" or "chained" to ensure that the latest address is furnished when an NCOA<sup>Link</sup> match is attained. This is not always possible if subsequent COAs are not filed in exactly the same manner as a COA filed previously (e.g. name spelling differences or conflicting secondary information).

The provision of change-of-address information is controlled by strict name and address matching logic. NCOA<sup>Link</sup> MPE processing will only provide new address information when queried with a specific algorithm of the name and old address from a mailers' mailpieces, which matches the information on the NCOA<sup>Link</sup> Product. Data contained in and information returned by the NCOA<sup>Link</sup> MPE process is determined by the name and move type (Business, Individual, or Family) indicated on a Postal customer's Change-of-Address form.

The presentation of name order is established using a pre-process before querying the NCOA<sup>Link</sup> database. However, there are no restrictions on using a process to interchange the name order to yield the best possible results using the NCOA<sup>Link</sup> database. It is ultimately the responsibility of the Mail Owner working with the Licensee to determine the name order presentation correctly.

The data contained within the NCOA<sup>Link</sup> Product is comprised of approximately 40% family moves, 54% individual moves, and 6% business moves.

All matches made to the NCOA<sup>Link</sup> file require a ZIP + 4 coded, standardized old address.

There are five separate and distinct services that may be provided to a mailer by the NCOA<sup>Link</sup> MPE Licensee. These services fall under the NCOA<sup>Link</sup> MPE Active mode of processing, in which the address information is returned or sprayed on mailpieces only when there is updated COA information.

- **Forwardable Mailpiece** - Processing in which mailpiece redirection due to customer moves via the Licensee's NCOA<sup>Link</sup> Mail Processing Equipment.
- **Notification Via Returned Mailpiece** - Processing in which updated COA information is sprayed on mailpieces and returned to the mailer via hardcopy or photocopy mailpieces.
- **Mailpiece Facsimile** - Processing in which updated COA information is sprayed directly on mailpiece facsimiles and returned to the mailer.

- **DBCS (Delivery Barcode Sorter)** Processing of letter mail on DBCS equipment in which no COA information is sprayed on mailpieces. Mailpieces are outsorted to a bin designated for UAA mail and either returned to the mailer or destroyed.
- **Flats** - Flats processing in which mailpiece redirection due to customer moves via the Licensee's NCOA<sup>Link</sup> Mail Processing Equipment. Can be processed in the following modes: Forwardable Mailpiece; Notification via Returned Mailpiece; and Mailpiece Facsimile. If flat mailpieces are processed on equipment in which COA information is unable to be sprayed on the mailpieces, mailpieces are either returned to the mailer, destroyed or mailed at full rate.

The USPS has established a process called the "Rules Table." This process will produce matches that otherwise would not be possible, i.e. JOHNY and JOHNNY.

All nickname possibilities are derived from a standard USPS nickname list. In considering alternate presentations of an input name and address do not match to the NCOA<sup>Link</sup> file and alternative queries are attempted, any variations which obtain NCOA<sup>Link</sup> matches may be provided to the NCOA<sup>Link</sup> MPE customer for analysis, depending on the mode of processing.

When a match or a near match of an input name and address to NCOA<sup>Link</sup> MPE Product is identified, a report of the standard NCOA<sup>Link</sup> return codes may be provided by the MPE Data User, upon customer request. This report indicates the type of match made or the reason that a match could not be made.

MPE Data Users must offer the standard output format of the NCOA<sup>Link</sup> MPE process to customers, if requested, with no file manipulation by the Data User.

NCOA<sup>Link</sup> MPE processing has the potential to reduce returned mail, yet the USPS does not make any guarantees, express or implied, on the reduction of such mail. Thus any costs associated with returned mail are the Licensees' and/or their customers' sole responsibility.

An NCOA<sup>Link</sup> MPE customer with questions about the specific results returned from an NCOA<sup>Link</sup> MPE process must first contact the processor for explanation and resolution.

Prior to the processing of NCOA<sup>Link</sup> MPE data, every customer must have completed and returned to their NCOA<sup>Link</sup> MPE Data User Licensee the "NCOA<sup>Link</sup> MAIL PROCESSING EQUIPMENT PROCESSING ACKNOWLEDGEMENT FORM" provided to them by their Licensee. It is inappropriate to misrepresent any of the information on the form. Punitive action will be taken by the USPS if the customer or licensee is found to have knowingly supplied false information. Depending on the severity of the offense, actions may include litigious or even criminal charges being brought against the offender.

The following trademarks are owned by the United States Postal Service®: CASS, NCOA<sup>Link</sup>, United States Postal Service, USPS and ZIP + 4.

NCOA<sup>Link</sup> MPE services are available, in various forms, to all Lake Michigan Mailers, Inc. Customers utilizing our Daily Mail Service for letter-sized and card-sized mail or those with letter-sized and card-sized Production Mail who complete the necessary PAF. Payment for all services described below may be made to Lake Michigan Mailers, Inc. and NOT the United States Postal Service. Prices detailed herein are not established, controlled or approved by the United States Postal Service. The advertising found herein is neither approved nor endorsed by the United States Postal Service.

The preceding text was provided by the Postal Service as part of the NCOA<sup>Link</sup> MPE license agreement between the USPS and Lake Michigan Mailers as of January 27, 2016 "Required Text Document". Version 3 Updated January 26, 2016. United States Postal Service.

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### **NCOA<sup>Link</sup>® MPE Processing Services Pricing and Conditions**

The costs for the services are detailed below. Customer is required to complete the appropriate NCOA<sup>Link</sup> MPE Processing Acknowledgment Form (PAF) for the associated service annually. The Customer is free to alter the service level requested at any time by providing Lake Michigan Mailers, Inc. with a newly completed NCOA<sup>Link</sup> MPE PAF.

As an NCOA<sup>Link</sup> MPE Licensee Lake Michigan Mailers, Inc. is required by the United States Postal Service to retain a copy of the completed NCOA<sup>Link</sup> MPE PAF form for each of its customers requesting NCOA<sup>Link</sup> MPE related services and to obtain an updated NCOA<sup>Link</sup> MPE PAF for each of its customers at a minimum of once per year.

	<b>Premier Post®</b>	<b>MeterPlus™</b>	<b>SortMax™</b>	<b>Mail Express™</b>	<b>Production Mail</b>
NCOA <sup>Link</sup> MPE Forwardable Mailpiece	Free	Free	Free	Free	\$5.00 / Work Ticket
NCOA <sup>Link</sup> MPE Notification Via Returned Mailpiece	\$100.00 per month and \$0.60 for each returned envelope.	\$25.00 per month and \$0.60 for each returned envelope.	\$25.00 per month and \$0.60 for each returned envelope.	\$25.00 per month and \$0.60 for each returned envelope.	\$5.00 per Work Ticket \$0.60 for each returned envelope.
NCOA <sup>Link</sup> MPE Notification Via Returned Photocopy of Mailpiece	\$100.00 per month and \$0.99 for each returned photocopied envelope image.	\$25.00 per month and \$0.99 for each returned photocopied envelope image.	\$25.00 per month and \$0.99 for each returned photocopied envelope image.	\$25.00 per month and \$0.99 for each returned photocopied envelope image.	\$5.00 per Work Ticket and \$0.99 for each returned photocopied envelope image.

**Electronic Address Data File Report (Additional Option)**

Lake Michigan Mailers can provide NCOA<sup>Link</sup> MPE customers whose letter-sized mail is actively processed through one of the NCOA<sup>Link</sup> MPE solutions detailed below the ability to receive address move data for their specific processing profiles in an easy-to-read electronic format.

- NCOA<sup>Link</sup> MPE Forwardable Mailpiece
- NCOA<sup>Link</sup> MPE Notification Via Returned Mailpiece
- NCOA<sup>Link</sup> MPE Notification Via Returned Photocopy of Mailpiece

The setup and per piece fees listed below are in addition to any fees associated with the NCOA<sup>Link</sup> MPE solutions listed above.

	<b>Premier Post®</b>	<b>MeterPlus™</b>	<b>SortMax™</b>	<b>Mail Express™</b>	<b>Production Mail</b>
Notification Via Electronic Data File	One-Time Setup Fee of \$25.00 per account/department and \$0.52 for each returned record.	One-Time Setup Fee of \$25.00 per account/department and \$0.52 for each returned record.	One-Time Setup Fee of \$25.00 per account/department and \$0.52 for each returned record.	One-Time Setup Fee of \$25.00 per account/department and \$0.52 for each returned record.	One-Time Setup Fee of \$25.00 per Work Ticket and \$0.52 for each returned record.

Authorized Customers may access their organization’s Electronic Address Data File Report through the secure side of LMM’s customer service portal at iMailConnect.com. Customer must be identified as “Administrative User” or “Advanced User” on the Customer Account Information Form to access the report.

Due to machine and computer processing speeds and the physical limitations associated with the mail processing equipment and software, it is possible that the number of identified moves reported electronically may be different than the number of pieces actually forwarded through NCOA<sup>Link</sup> MPE Forwardable Mailpiece, or those returned to the Customer through NCOA<sup>Link</sup> MPE Notification Via Returned Mailpiece, or NCOA<sup>Link</sup> MPE Notification Via Returned Photocopy of Mailpiece.

Customer address data will be held by Lake Michigan Mailers for 21 days from the date of capture. Customer is responsible for retrieving data and updating their internal database so as to meet USPS Move Update Requirements. Lake Michigan Mailers is not responsible or liable for any indirect, incidental, special, consequential, punitive, or similar damages, including, but not limited to, lost profits, loss of data, or business interruption losses associated with the Customer’s use of this service or failure to retrieve data before the 21-day limit.