

THIS CONTRACT, when signed and dated by List-End User (Company and/or Authorized Representative indicated below), constitutes confirmation that the List-End User understands and agrees to be bound to this Contract and its Terms and Conditions. Trade Press Media Group (List Owner) grants the List-End user the limited non-exclusive, non-transferable licensed rights stated below to use the furnished names, addresses and any other data (collectively known as the "**LIST**"). List-End user understands and agrees that the **LIST** is a proprietary asset of Trade Press Media Group and remains at all times the exclusive property of Trade Press Media Group.

List-End user understands and agrees:

1. That this **LIST** is granted to List-End User for one-time use solely for a specified pre-approved mailing or project (or substantially the same as that contained in the sample submitted to and approved by List Owner), on the stated mailing date. Additional uses must be pre-approved in writing by List Owner.
2. That unauthorized use, reuse or conveyance of the **LIST**, in whole or in part, breaches this Contract and can cause irreparable damage to List Owner. Any breach in this Contract may be prosecuted in the court of law in the State of Wisconsin.
3. That the **LIST** in its entirety is restricted to activities directly related to the above-described mailing or project and List-End User is expressly prohibited from incorporating the **LIST**, or any data contained in or derived from it, into a database or other form of record-keeping system.
4. List-End User is responsible for safeguarding the **LIST** at all times and reproduction in any way contrary to the limited licensed rights stated above is strictly prohibited. List-End User may use competent agents, vendors or other service providers to process the authorized mailing or project but List-End User remains solely responsible for the compliance with this Contract.
5. That the stated mailing or project will be conducted in accordance with all applicable laws and accepted industry practices.
6. That the source of the **LIST** will be held in strict confidence and List-End User will not announce or identify the List Owner, its brands, publications, directories or tradeshow as the source of the **LIST** at any time.
7. That the **LIST** provided under this Contract has been seeded with decoy names to help monitor and detect unauthorized usage, and these decoys will not be altered, eliminated or otherwise made ineffective by List-End User or its agents, vendors or other service providers.
8. That upon completion of the List-End User's limited licensed use, List-End User will cause all **LIST** data to be completely destroyed from all mediums, and **LIST** will not be further used in whole or in part, or transferred to any other party for any purpose whatsoever.
9. That this document is the complete and exclusive statement of the Contract between the List Owner and List-End User and supersedes any proposal or prior agreement.

List-End user Company Name:	List-End User Authorized Representative Name:
Address:	Phone:
City: State: Zip:	Email:
Signature:	Date:
Mailer/Project Name & Description:	Mailing/Project Date(s):

## TERMS & CONDITIONS

### **List Rental Contract and Terms and Conditions:**

Any use of the names, addresses and/or any other data including demographics (collectively known as the “**LIST**”) furnished by Trade Press Media Group is prohibited unless a List Rental Contract is executed and accepted by Trade Press Media Group and the List-End User. The List Rental Contract is bound to the Terms and Conditions and collectively, form the legal basis for List Rental and cannot be modified or superseded by any other form, unless authorized in writing by Trade Press Media Group.

### **Limited Licensed Rights versus Physical Possession:**

Mere physical possession of the **LIST** does not imply any rights that are not specifically licensed by the List Rental Contract. Any and all portions of the **LIST**, as well as all documentation of it and all data derived from it, in any form whatsoever are and shall always remain the exclusive property of Trade Press Media Group.

### **Duplication of Names, Merge/Purge policy:**

Individual source lists are substantially free of duplication, but it is not unusual for some duplication between source files. Trade Press Media Group will upon request remove most inter-file duplications prior to shipment. Trade Press Media Group, therefore, will not allow billing adjustments for duplication between Trade Press Media Group lists. List End-User is permitted to use the list in a merge/purge process only for the purpose of eliminating duplicate names and addresses; and/or may compare the **LIST** with other non-Trade Press Media Group lists for the sole purpose of selecting or suppressing certain parts of the **LIST**. List End-User agrees that such processing will not be used to enhance, add data or in any way permanently alter any list, file or database. Billing adjustments for net names must be pre-approved and supported by proper computer verification, and received within 30 days of the mail or project date.

### **List-End User Responsibility:**

In the event the List-End User uses the **LIST** contrary to the provisions of the Contract and/or its Terms and Conditions, the List End-User shall be held unconditionally responsible for violating the Data Services List Rental Contract. Trade Press Media Group retains the right to prosecute for any violation of the Contract to the fullest extent of contract law under the jurisdiction of the State of Wisconsin. Any and all costs/expenses incurred by Trade Press Media Group in enforcing the List Rental Contract and/or its Terms and Conditions, including attorney’s fees, will be the List End-User’s responsibility.

### **Cancellation by List-End user:**

Orders cancelled prior to mail or project date will be billed at a \$10.00/M run charge (\$150.00 minimum charge), plus format and shipping charges.

### **Disclaimer of Warranties; Limitations of Liability:**

Trade Press Media Group disclaims and makes no representation or warranty, expressed or implied, of any nature as to the accuracy of the **LIST**, the results obtained or the number of mailing pieces which are deliverable. Trade Press Media Group’s liability for damages under the List Rental Contract and/or its Terms and Conditions is limited to providing another one-time use of the **LIST** and under no circumstances will Trade Press Media Group be liable for loss of profits or for special, consequential, or punitive damages resulting from use of the **LIST**, even if advised of the possibility of such damages. List-End User agrees to hold Trade Press Media Group harmless from all costs and expenses, including attorney’s fees, damages, loss and liability, arising out of any violation of the provisions of this Contract and/or its Terms and Conditions.