



Blue Hill Plaza, 16th Floor P.O. Box 1556, Pearl River, NY 10965-8556
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1 YEAR LIST RENTAL AND CONFIDENTIALITY AGREEMENT

BETWEEN LIST OWNER: NIELSEN BUSINESS MEDIA, INC. DATE RANGE: 01/08-10/09

MAILER: _____ OFFER: _____

THROUGH AGENT (if applicable): _____

***SPECIFIC OFFER: _____**

BROKER REF#: _____

ERA REF#: _____

This Agreement made today is effective for all orders between the date range noted above between the above Mailer ("List Renter") for all list rentals from List Owner, including those SHOWN ON PAGE 3 ("The Lists") ordered through Edith Roman Associates, Inc., the exclusive manager of the Lists ("List Manager").

List Renter promises and unconditionally agrees that on all rentals of The Lists, List Renter will not disclose, transfer, duplicate, reproduce, or retain in any form or manner whatsoever, all or any part or segment of The Lists. List Renter acknowledges that the company and list names are the property of List Owner and List Renter is not authorized to, and will not, disclose or use the company or list names in any form or manner whatsoever in any mailing or in conjunction with any promotion in which The Lists are to be used. In addition, List Renter will not permit any third party, agent, employee, or contractor or their respective agents and employees to do so. List Renter acknowledges that The Lists at all times remain the sole property of List Owner.

This Agreement shall apply in all cases, whether The Lists are provided on labels, tape, disk, cartridge, cd, or electronically transferred. List Renter shall not contact individuals contained on The Lists by telephone without seeking and receiving written permission to do so from List Manager and executing an additional telemarketing agreement with List Owner.

It is understood and agreed that The Lists will be monitored to prevent improper and unauthorized use by a combination of one or more methods of computer control and/or planted and/or varied names, phone numbers and addresses or combination of these methods, to all of which List Renter consents and agrees.

List Renter represents and warrants that List Renter shall fully comply with the DMA Pander File. List Renter shall indemnify, defend and hold List Owner and List Manager harmless from any and all demands, claims, suits, costs, penalties or damages resulting from List Renter's failure to comply with the terms of this Agreement.

Cancellation or changed orders prior to shipment are subject to work-in-process charges. Orders canceled after delivery, but before the mail date will be subject to running charges. Full List price and all other charges will be due and cancellations will not be accepted after original mail date.

List Renter shall make full payment within 45 days of mail date for the gross names received. It further understands and agrees that no adjustments will be made to invoices for internal duplicates or edit fails without computer verification and unless the total adjustment is greater than \$10 per order. All net name agreements must be approved in advance, and confirmed in writing by List Manager.

List Renter acknowledges that The Lists are the confidential and trade secret property of List Owner and any violation of this Agreement will entitle List Owner to injunctive relief, as well as damages.

List Renter agrees to limit the usage to a one-time-mailing per approved offer solely and exclusively for the agreed specific merchandise or service as described in the sample mailing piece that has been submitted to List Manager for approval in conjunction with this mailing and which is attached hereto and made a part of this Agreement. List Renter further agrees that it shall not substitute any other mailing piece without first submitting and receiving written permission from List Manager that such mailing piece is acceptable to List Owner. List Renter further agrees that a time frame will apply regarding the use of multi-buyers. List Renter shall not be allowed to mail multi-buyers one year after the original mail date. If List Renter is a publisher, it hereby agrees that it will not mail any issues of its publications to those on The Lists. Mailer is fully responsible for all acts and omissions of its broker.

LIST OWNER AND LIST MANAGER PROVIDE THE LISTS TO LIST RENTER "AS IS" WITH ANY AND ALL DEFECTS, ERRORS OR DEFICIENCIES. LIST OWNER AND LIST MANAGER HEREBY DISCLAIM ALL WARRANTIES IN CONNECTION WITH THE LISTS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

It is understood and agreed that any violation of any terms of this Agreement by List Renter will cause List Owner irreparable harm and damages, and that in the event of any breach by List Renter or its broker, List Renter shall pay to List Owner an amount equal to fifty (50) times the rental rate of The Lists as liquidated damages, together with all costs and expenses associated with any litigation relating to such breach, including, but not limited to, attorney's fees and court costs. List Renter shall pay the liquidated damages on demand.

This Agreement will remain in effect during the Date Range and List Renter will provide List Manager new samples for pre-clearance approval if any significant changes occur (i.e., changes outside of key codes, cities, & dates). A separate purchase order, along with a mail piece and/or updated script must be supplied to List Manager by List Renter for each use of the file, previous to any additional uses of the file. All orders placed within the Date Range of this Agreement will be covered by this Agreement.

No failure or delay by List Owner or List Manager in exercising any right, power or privilege herein granted shall operate as a waiver thereof. This Agreement shall be construed so that each of the provisions hereof shall be valid and enforceable to the fullest extent permitted by law, and any invalidity or un-enforceability with respect to any particular provision or provisions hereof shall not affect or render invalid or unenforceable any other such provision.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflict of laws principles, and List Renter hereby consents to the exclusive jurisdiction of the state or federal courts located in New York, NY, which shall have exclusive jurisdiction to hear and settle all matters in connection with this Agreement.

NIelsen BUSINESS MEDIA, INC. REQUIRES A RECIPROCAL RENTAL ON EVERY ORDER, WITH ANY MAILER/TELEMARKETER THAT USES ANY OF NIelsen BUSINESS MEDIA LISTS. BY SIGNING THIS LIST RENTAL AGREEMENT LIST RENTER AGREES TO THIS RECIPROCAL RENTAL REGARDLESS IF its LIST IS ON OR NOT ON THE MARKET. IF LIST RENTER DOES NOT WISH TO RECIPROCATE, THIS PASSAGE MUST BE CROSSED OUT.

We have read this List Rental and Confidentiality Agreement and agree to comply with the requirements as stated here in.

MAILERS SIGNATURE ONLY: (not agent)

SIGNATURE _____ TITLE: _____

PRINTED NAME: _____ DATED: ____ / ____ / 08

COMPANY (MAILER): _____

ADDRESS: _____

E-MAIL ADDRESS: _____ PHONE NUMBER: _____

THIS AGREEMENT IS BINDING FOR ALL LISTS INCLUDING THE FOLLOWING LISTS:

"NIelsen BUSINESS MEDIA. US MASTERFILE, NIelsen BUSINESS MEDIA. ARCHITECTURE & DESIGN PROFESSIONALS, NIelsen BUSINESS MEDIA. ARTS & ENTERTAINMENT, NIelsen BUSINESS MEDIA. BIG BUSINESS PROFESSIONALS, NIelsen BUSINESS MEDIA. CANADIAN, NIelsen BUSINESS MEDIA. CONSTRUCTION PROFESSIONALS, NIelsen BUSINESS MEDIA. CORPORATE MANAGEMENT, NIelsen BUSINESS MEDIA. ECOMMERCE PROFESSIONALS, NIelsen BUSINESS MEDIA. EDUCATIONAL PROFESSIONALS, NIelsen BUSINESS MEDIA. E-TAILING PROFESSIONALS, NIelsen BUSINESS MEDIA. FEMALE EXECUTIVES, NIelsen BUSINESS MEDIA. FINANCIAL PROFESSIONALS, NIelsen BUSINESS MEDIA. FOOD AND BEVERAGE PROFESSIONALS, NIelsen BUSINESS MEDIA. GOVERNMENT PROFESSIONALS, NIelsen BUSINESS MEDIA. HEALTHCARE PROFESSIONALS, NIelsen BUSINESS MEDIA. INTERNATIONAL EXECUTIVES, NIelsen BUSINESS MEDIA. IT PROFESSIONALS, NIelsen BUSINESS MEDIA. MANUFACTURING PROFESSIONALS, NIelsen BUSINESS MEDIA. MIDDLE MANAGEMENT, NIelsen BUSINESS MEDIA. MIDDLE MARKET EXECUTIVES, NIelsen BUSINESS MEDIA. NEWSLETTERS, NIelsen BUSINESS MEDIA. ONLINE LEARNING PROFESSIONALS, NIelsen BUSINESS MEDIA. PC OWNERS, NIelsen BUSINESS MEDIA. REAL ESTATE PROFESSIONALS, NIelsen BUSINESS MEDIA. RETAIL PROFESSIONALS, AND NIelsen BUSINESS MEDIA. SALES & MARKETING PROFESSIONALS, NIelsen BUSINESS MEDIA. SERVICE INDUSTRY PROFESSIONALS, NIelsen BUSINESS MEDIA. SMALL BUSINESS PROFESSIONALS, NIelsen BUSINESS MEDIA. SPORTING GOODS/SPORTSWEAR PROFESSIONALS, NIelsen BUSINESS MEDIA. TELEMARKETING, NIelsen BUSINESS MEDIA. TRADESHOW ATTENDEES, NIelsen BUSINESS MEDIA. TRAINING/HR MANAGEMENT, NIelsen BUSINESS MEDIA. TRAVEL EXECUTIVES, NIelsen BUSINESS MEDIA. WHOLESALE EXECUTIVES, ADDITIONALLY ADWEEK, ADWEEK DIRECTORY, AIRPLAY MONITOR, AMERICAN ARTIST, AMTM, AMUSEMENT BUSINESS, AMUSEMENT BUSINESS DIRECTORY, ARCHITECTURAL LIGHTNING, ARCHITECTURE, BACKSTAGE, BACKSTAGE WEST, BEVERAGE AISLE, INTERNATIONAL, BICYCLE RETAILER, BILLBOARD, BILLBOARD DIRECTORY, BILLBOARD BUYERS, BRANDWEEK, BRANDWEEK DIRECTORY, BUSINESS TRAVEL NEWS, COMMERCIAL PROPERTY NEWS, CONTRACT MAGAZINE, CONVENIENCE STORE NEWS, COUTURE INTERNATIONAL JEWELER, DISPLAY & DESIGN IDEAS, E&P, E&P DIRECTORY, EMB, FILM JOURNAL & SUNSHINE SHOWS, GIFTWARE BUSINESS, GOURMET RETAILER, HEALTH & FITNESS, HOSPITALITY DESIGN, IMPRESSIONS, INCENTIVE, INSIDE MAGAZINE, INTERIORS, INTERNATIONAL JEWELRY, IQ, IQ DIRECTORY, KITCHEN & BATH, KIRKUS, LA BOBINA, MEDIA, INC. WEEK, MEDIA, INC. WEEK DIRECTORY, MEETING NEWS, MULTI-HOUSING NEWS, NATIONAL JEWELER, ONLINE LEARNING, OUTDOOR RETAILER, PHOTO DISTRICT NEWS (PDN), PHOTOPLUS, PHOTOSOURCE, PHOTO EAST, PHOTO WEST, PDN'S PIX, POINT OF PURCHASE, POTENTIALS IN MARKETING, PRESENTATIONS, PROGRESSIVE GROCER, RETAIL OPERATIONS & CONSTRUCTION, RETAILTECH, ROSS REPORTS, SALES & MARKETING MANAGEMENT, SAM, SPORTING GOODS BUSINESS, SPORTING GOODS DEALER, SPORTS TREND, SUCCESSFUL MEETINGS, SUPERMARKET BUSINESS, THE HOLLYWOOD REPORTER, THR BLU BOOK, TRAINING MAGAZINE, WATERCOLOR, WINTER SPORT BUSINESS, AND WOOD TECHNOLOGY".