



CLEVELAND, OH OFFICE
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Email List Rental Agreement

After execution of this Contract and upon receipt of the order from the E-mail List user that is acceptable to Advanstar Communications (Advanstar), and contractual affiliates ("List Owners"), Advanstar will grant the E-mail List user the limited non-exclusive, non-transferable licensed rights stated below to use the furnished e-mail addresses ("LIST"). E-mail List user agrees that the List is a very valuable proprietary asset of the List Owners and remains at all times the exclusive property of the List Owners and protected under copyright and other intellectual property laws, as a trade secret and by this Contract.

The E-mail List user agrees that this Contract grants only the **one-time, non-exclusive, non-transferable licensed usage** of the List for **one e-mail transmission, of a specifically and expressly pre-approved message, within 30 days of agreed upon project date, as expressed on an accepted order.** The List remains in physical possession of an authorized Advanstar fulfillment center at all times and only responses received in the normal course of the licensed usage become available to the E-mail List user.

E-mail List user agrees to allow Advanstar to list the E-mail List user Company Name as a renter of the LIST in promotional material, without claim toward any specific results or satisfaction resulting from the LIST.

In consideration for the limited license granted to E-mail List user herewith, E-mail List user agrees to pay Advanstar the license fee per thousand on net error-free names, plus a standard transmission fee of \$100 per thousand on net error-free names and fees for other services, as requested. Terms of payment are 30 days from transmission of the List. In the event that the Agreement is cancelled after receipt of the approved message and delivery of the List to the service bureau, but prior to the transmission date, Advanstar will earn a cancellation fee of \$150 plus \$10 per thousand list running charges and any additional applicable fees for services performed prior to cancellation. Two changes to the body of the message will be free of charge after the test is sent. Should there be more than two changes an additional \$100 per change will be added to the invoice. Pre-payment is required if you are a first time renter. The E-mail List user is responsible for all costs and expenses, including attorney's fees, incurred by Advanstar in enforcing this Agreement. Advanstar's e-mail lists are updated continuously to reflect deliverability and opt-out requests.

ALTHOUGH ADVANSTAR USES REASONABLE EFFORTS TO ENSURE ACCURACY OF THE LIST, NEITHER ADVANSTAR NOR ITS AFFILIATES, LICENSORS, SUPPLIERS OR AGENTS REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED IN THE LIST IS COMPLETE OR FREE FROM ERROR, AND HEREBY EXPRESSLY DISCLAIM, ANY LIABILITY TO ANY PERSON FOR ANY LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE LIST, WHETHER SUCH ERRORS OR OMISSION RESULT FROM NEGLIGENCE, ACCIDENT, OR ANY OTHER CAUSE. IN ADDITION, NEITHER ADVANSTAR NOR ITS AFFILIATES, LICENSORS, SUPPLIERS OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OF THE FULFILLMENT SYSTEM USED IN CONJUNCTION WITH THE LIST. E-MAIL LIST USER UNDERSTANDS THAT, EXCEPT AS STATED HEREIN, ADVANSTAR, ITS AFFILIATES, LICENSORS, SUPPLIERS AND AGENTS, MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LIST RECORDS AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ADVANSTAR'S SOLE LIABILITY FOR ANY SUBSTANTIAL DEFECT IN THE LIST RECORDS WILL BE LIMITED TO THE LICENSE FEE PAID FOR THE PART OF THE DATA THAT IS DEFECTIVE. EXCEPT AS STATED IN THE PRECEDING SENTENCE, IN NO EVENT WILL ADVANSTAR, ITS AFFILIATES, LICENSORS, SUPPLIERS OR AGENTS, BE LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST REVENUES, ANTICIPATED PROFITS OR SAVINGS, OR OTHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL OR EXEMPLARY DAMAGES OR PENALTIES, ARISING OUT OF LICENSEE'S USE OR INABILITY TO USE THE LIST RECORDS REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR WHETHER SUCH DAMAGES ARE DEEMED TO RESULT FROM THE FAILURE OR INADEQUACY OF ANY EXCLUSIVE OR OTHER REMEDY.

E-mail List user has read, understands and agrees to be bound to the above provisions and to Advanstar's E-mail Terms and Conditions (following) which address specific e-mail usage practices.

E-List User Company _____

Authorized Representative:

Name _____

Address _____

City _____ **State** _____ **Zip** _____

Phone _____ **Fax** _____ **Email** _____

Signature: _____ **Date** _____

E-mail List Terms and Conditions

The following conditions apply to all renters of the Advanstar E-mail Lists:

1. All transmissions will be processed directly by Advanstar, c/o Advanstar Communications, 7500 Old Oak Blvd., Cleveland, Ohio 44130. Phone: 1-888-736-8547. Fax: 440-891-2740.
2. Advanstar will insert a header and footer in the e-mail text to allow removal from the E-mail List.
3. Text to be e-mailed must be provided 3-5 days in advance (of purchase order) for approval. It should be entirely in ASCII format and provided via e-mail as straight text (PC only). This needs to be provided as an attachment in a text format, notepad is preferred. Renters needing to send in other formats will be handled on a case-by-case basis.
4. The e-mail message can be text and HTML only. No attachments may be included. Text may not exceed 500 words and the subject line may not exceed 50 characters.
5. The "Opt-outs" and un-deliverables are always sent to Advanstar Communications. This allows the authorized Advanstar fulfillment center to re-send "bounced" e-mail and field "unsubscribe" and "opt-out" requests.
6. Renters can direct responders by various methods. Either (1) direct them to visit a Web site for further information, qualification and follow-up, (2) call an 800 number., or any other call to action.
7. Upon approval of the message, e-mail transmission will be scheduled. Due to the variances of the Internet and recipients' e-mail processing, customers will receive the message over a period

ranging from immediately to as much as three days. Up to 10% of outgoing e-mail typically “bounces” back and these are re-sent at no extra charge.

8. Pricing is based on net error-free e-mails delivered. All bounce-backs and un-deliverables will be removed from the final invoice quantity.
9. Prepayment is required for first-time renters.
10. The List Owner reserves the right to refuse any mailer or offer message.
11. All Advanstar E-mail Lists are monitored for unauthorized usage. Unauthorized usage includes copying of formatting language, disclosing, transferring, duplicating, reproducing or retaining any header/footer/transmission information. Unauthorized usage will result in E-mailer’s incurring penalties and/or losing the right to future rentals. Penalties will include the full purchase price of the list, which includes the base cost, selection charges, and transmission charges for the total number of names on the original order, plus a flat penalty fee of \$1,000.00 for each occurrence.

How to Rent a Advanstar E-mail List:

1. All orders must be in writing. Please send, fax or email a letter or purchase order with the following information:
 - Selections
 - Quantity of names wanted or expected
 - Test and approval names & corresponding E-mail addresses
 - Target date you need the e-mail message sent
 - Sample of the E-mail messages – text version and HTML version (optional)
 - Prepayment if requested for a first-time renter.
2. A signed E-Mail List Rental Agreement acknowledging acceptance of all terms and conditions is required on each order before the transmission.