



2005 ANNUAL LIST RENTAL SECURITY AGREEMENT

The terms and conditions of this Annual List Rental Security Agreement (the "Agreement") are applicable to all Advanstar Communications Inc. ("Advanstar") lists rented to the List User identified below between January 1, 2005, and December 31, 2005, whether directly or indirectly through an agency or list broker. It is the List User's responsibility to insure that its agents and service providers (letter shops, computer service bureaus, etc.) abide by the terms and conditions of this Agreement.

The undersigned List User acknowledges and agrees that all names and addresses furnished to List User by Advanstar, whether in electronic lists, labels, printouts, magnetic media or any other media or means, are and shall remain the exclusive property of Advanstar and are copyrighted, trade secret and/or proprietary information of and substantial value to Advanstar, and are provided to List User subject to the following terms and conditions:

1. List User acknowledges and agrees that all names and addresses are provided to List User on a rental basis subject expressly to the specifications, limitations, and terms and conditions detailed herein, and on the List Rental Confirmation or Quote, and List Rental Invoice. All names and addresses are provided to List User in strict confidence. List User agrees not to identify Advanstar, or Advanstar's publishing or show properties, as the source of any information rented to List User pursuant to this Agreement. In the event of a conflict between the provisions of this Agreement and the provisions of a List Rental Confirmation, Quote, or List Rental Invoice, the provisions of this Agreement shall govern.

2. All lists are "seeded" with decoy names to detect unauthorized usage. List User agrees that Advanstar's receipt of a single unauthorized "seed" can reasonably be deemed to constitute evidence of List User's unauthorized re-use of the entire list of applicable names and addresses supplied by Advanstar. List User covenants and agrees that it will not use any method to detect, alter, or eliminate decoy names or "seeds," or manipulate, or merge-purge any of the reports or information supplied by Advanstar for any reason.

3. List User agrees that all lists/media provided to List User will be used by List User exclusively for the program, event and/or offer for which the list/media was rented by List User, as evidenced by the pre-approved mail piece, telemarketing script, or other materials supplied to Advanstar by List User.

4. List User covenants and agrees that names and addresses supplied by Advanstar will not be copied, reused, sold or otherwise used by anyone other than List User for the authorized purpose. Subject to the foregoing, ***[List User may use conventional techniques such as merge/purge operations to create subsidiary reproductions of the list]***. List User or its agents, employees and/or contractors, may not enhance any files by using the names, addresses or other information, whether specific or inferred, obtained from Advanstar lists. List User agrees to discard, scratch, expunge or erase all materials ***[, and subsidiaries of the same,]*** provided by Advanstar within five (5) days after processing and/or use.

5. List User agrees to (a) contact Advanstar regarding any lists not used by List User within ninety (90) days of receipt from Advanstar or (b) return such lists to Advanstar after such period. List User agrees that all unused portions of lists obtained from Advanstar will be destroyed by List User or promptly returned to Advanstar.

6. Orders cancelled prior to shipping List User agrees to pay Advanstar a \$50 cancellation charge for all orders cancelled by List User in writing prior to shipping.

Orders cancelled in writing after shipping and prior to mail or project date of record must include the return of the list before being considered. List User will incur the following charges: a \$50 cancellation fee, \$10/M running charges, and all format and shipping charges. List User agrees that the list obtained from Advanstar will be destroyed by List User or promptly returned to Advanstar.

Orders cancelled after the mail or project date of record require payment as invoiced, within the billing terms. Orders canceled after a mutually agreed upon mail or project date extension, within the original billing terms, require payment as invoiced.

7. List User agrees to be solely responsible for, and to defend, indemnify, and hold harmless Advanstar and all of its officers, directors, shareholders, subsidiaries, affiliates, employees, agents and representatives, from and against all claims, demands, fines, causes of action, damages and attorneys' fees arising from any use of any information supplied to List User by Advanstar.

8. List User agrees that in the event of its unauthorized use of any information supplied by Advanstar, List User shall pay to Advanstar ten (10) times the rental price of the applicable list for each instance of unauthorized use documented by Advanstar. The rights and remedies of Advanstar provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity.

9. List User acknowledges that certain states have enacted laws, which place restrictions upon telemarketing, and e-mailing activities. List User also agrees that it is its responsibility to understand and comply with those laws. List User also acknowledges that we do not guarantee phone numbers.

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

11. The laws of the State of New York shall govern the construction and interpretation of this Agreement without reference to the conflicts of laws principles of such jurisdiction.

IN WITNESS WHEREOF, List User has signed this Agreement by its authorized representative, effective as of the date set forth below.

LIST USER, or Agency Authorization

**Please sign and return to
Advanstar Communications Inc. c/o:**

Name/Title: _____

Phone: _____

Company: _____

Fax: _____

Signature: _____

Date: _____