

## MAILING LIST RENTAL AGREEMENT

THIS MAILING LIST RENTAL AGREEMENT, made on \_\_\_\_\_ is entered into by and between Compact Information Systems ("Lessor") and \_\_\_\_\_ ("Customer").

Lessor and Customer mutual covenant and agree as follows:

### 1. LICENSE

Lessor states that it is either the owner of the List or has the right to release the List of another member of National Association of Advertising Distributors, Inc. ("NAAD"), pursuant to its agreement with NAAD.

Subject to the terms and conditions hereinafter set forth, Lessor hereby grants to Customer a non-transferable and non-exclusive license to use (rent) the mailing List (as hereinafter defined).

### 2. TERMS AND CONDITIONS

(a) Any Mailing list, magnetic tape, and/or prooflist (the "List" or "Mailing List") provided pursuant to this Agreement is and shall at all times remain the sole property of List Owner (i.e. the Lessor and or other Shareholder of NAAD). In no event will Customer acquire any ownership rights in the Mailing List.

(b) The Mailing List shall be provided by Lessor to Customer on labels or magnetic tape and shall be for Customer's exclusive use and for the express purposes agreed upon in this Agreement.

(c) Customer agrees that it will not use, copy, duplicate, or otherwise reproduce or retain all or any portion of the List, in any form or manner whatsoever, not specifically agreed to in writing, nor permit any parent, subsidiary, affiliate, agent employee, contractor and/or other third party, or their respective agents to do so.

(d) Customer acknowledges the importance of maintaining the security and confidentiality of the List, and agrees to take whatever steps are necessary, including those reasonably requested by the Lessor, to prevent the transfer, disclosure, or use of the Mailing List by any person or entity not a party to this Agreement, except the employees or agents of Customer. Customer agrees that the terms and condition of this Agreement will be adhered to by its employees and agents.

(e) Lessor may monitor the premises of the Customer or otherwise the Mailing List in any manner to prevent the improper or unauthorized use of the Mailing List, and such monitoring may including, but is not limited to, any form of computer control, and planted and/or varied name and addresses.

(f) Customer acknowledges and agrees that the use of the Mailing List in a fashion contrary to the terms of this Agreement will cause irreparable harm to Lessor and/or List Owner and that Lessor and List Owner shall be entitled to an injunction against such improper use. Nothing, however, contained in this Agreement shall be deemed to waive any of the rights which Lessor or the List Owner may have in law or in equity.

(g) Customer agrees that it will not transfer this Agreement or any of its rights and obligations hereunder to any third party without the prior express written consent of the Lessor.

(h) Items described in Paragraph 2(a) through 2(f) cannot be changed, unless Customer receives written authorization from the Lessor.


3. Customer will notify Lessor by means of a purchase order or other written document of all production performed (reproduction of addresses) using the Mailing List. This document must show client name, zip codes, number of gross and net addresses used, date of mailing, where mailing is to be performed (company name, city and state). Notification must be mailed within five (5) working days after the list production is performed. Customer must notify Lessor in writing of any changes in proposed mailing date. All production must be within the agreed terms of the written Agreements.

4. Upon demand by Lessor, Customer shall immediately deliver to Lessor the original and all copies of the Mailing List. Customer agrees not to use the Mailing List in any manner except as agreed upon in writing.

5. Lessor shall make all reasonable efforts to maintain the accuracy and reliability of the Mailing List, but shall have no liability to Customer of any inaccuracy or error in the Mailing List. In connection with this Agreement, neither party shall be responsible for any special incidental or consequential damages .

**LESSOR**

**CUSTOMER**

  
\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_