

DIRECT MEDIA'S
BUSINESS LIST MANAGEMENT DIVISION

LIST RENTAL AGREEMENT

This list rental agreement is valid for all approved orders placed through Direct Media's Business List Management Division by the mailer for a 12-month period starting **February 15, 2010** to **February 15, 2011**.

List Name: **ERE EXPO SPRING 2010 ATTENDEE MAILING LISTS (PRE & POST EVENT)**

Exhibiting Company Name: _____

LIST TO BE PROVIDED TO:

Bonded Mailer Name: _____

Contact Name & Email Address: _____

Hereby known as the List Renter, promises and unconditionally agrees that with regard to all rentals of the Mailing List(s) managed by Direct Media, Inc., hereby known as the "List Manager" or "DMI," whose principal offices are located at 200 Pemberwick Road, Greenwich, Connecticut 06830, neither the List Renter, his agents, employees, or contractors shall disclose, transfer, duplicate, reproduce, or retain in any form all or part of the List(s). The parties further agree that the copyright on the List is owned by the List Owner.

2. The List is rented for a one-time use and said use shall be solely and exclusively for the agreed specific merchandise or service described in the sample mailing piece and/or described on the DMI list rental order form. List Owner shall have the ability to withhold permission for any reason it deems appropriate. The List Renter is allowed to use the List for a single mailing solely, and on the date agreed to by the List Owner. The List Renter is allowed to use the List in merge purge for the purpose of eliminating duplicate mailing names, provided this is done by an outside service bureau accredited by DMI. No internal merge is allowed without prior written approval by the List Owner.

3. The List Renter, or its service organizations, may not enhance their house file or any other file by using the names, addresses or any other information, whether specific or inferred, obtained from the List. Retention of the List for coding enhancements, analysis, or any other purpose is prohibited.

4. The List Renter, or its service organizations, may not retain change of address information on a List obtained prior to, or expressly for, a given mailing; nor may a List Renter, or its service organizations, employ an address correction request program on Lists for the purpose of retaining the information derived from the program.

5. The List Renter, or its service organizations, may not employ any method to detect decoy names on the list or alter or eliminate decoys from the list.

6. The List Renter, or its service organizations, may not add telephone numbers to the List, nor use it for telephone solicitations, without prior permission from the List Owner.
7. The List Renter, or its service organizations, may not manipulate merge purge programs to give improper weight to any List.
8. In performing its tasks for the mailing, the List Renter is authorized to include the List in a computer merge purge operation for the sole purpose of eliminating duplicate names and addresses from multiple mailing lists. Computer verification of net names mailed is required with remittance.
9. List Renter shall not enhance the List with additional information, other than standard merge purge match-coding, nor tag computer records with information related to or derived from the List.
10. List Renter may compare the List with other information (ZIP tape, credit rating) for the sole purpose of selecting or suppressing certain parts of the List solely for the mailing and only with authorization from the List Owner. Such comparisons with other information shall not be used for challenge or dispute to the accuracy of information on the list or for any other purpose.
11. If approved in writing by List Owner, List Renter may make a second mailing to the persons whose names and Addresses are included in the List and who also appear in the mailing provided that (a) said second mailing is made within three months of the original mailing, (b) the second mailing uses the same mailing piece, or the new piece has been submitted to and approved by List Owner, and (c) all List Owners of the multi buyers are paid by List Renter for full use of all multi buyers. Reuse request must be made on the original order along with approximate second mail date.
12. If, after the List Owner shall have sent the List(s) to the List Renter, or its designee, the List Renter uses, or causes its agents, employees, contractors or anyone else who shall be given access to the List(s) by the List Renter to use the List(s) contrary to the provisions of this Agreement, the List Renter shall be held unconditionally responsible for any and all damages sustained by the List Owner included, but not limited to, all costs and reasonable attorneys' fees related to litigation. The List Renter also consents to the entry of an order enjoining any use of the List in violation of this Agreement to prevent further and continuing damage.
13. It is understood and agreed that the List(s) which have been rented have been and will be monitored to prevent improper and unauthorized use of the List(s) by a combination of one or more methods of computer control and/or planted and/or varied names and addresses or combination of these and other methods, to all of which the List Renter consents and agrees.
14. List Renter agrees that magnetic tapes supplied by List Owner and all subsidiary working magnetic tapes will be "scratched" or destroyed within five (5) days after processing has been completed, when a magnetic tape fee has been assessed. If no fee is involved, the tape is to be returned to its originating service bureau.
15. The List(s) rented will be selected according to the specifications of the List Renter Order. List(s) should be carefully checked by List Renter before use for any apparent discrepancies. No adjustments will be made after List(s) has been mailed by the List Renter. The List Owner and the List Manager hereby

disclaim any guarantee, expressed or implied, regarding said List(s). Under no circumstance shall List Owner be liable for loss or profits or for special, consequential, or exemplary damages resulting from use of the List(s) supplied by List Owner.

16. With respect to canceling orders, it is understood that List Renter must cancel orders in writing or by phone, confirmed by fax, to DMI, prior to the approved mail date. All cancelled orders are subject to a \$50 cancellation fee. Orders canceled after the approved mail date must be paid in full. It is further understood that List Renter must pay running charges and shipping charges if labels or tapes were produced for a canceled order. List Renter shall not disclose the List Owner as the source of the list or identify the List Owner in any manner in relation to List Renter's use of the list. List Renter shall take all steps necessary upon rental of the list to prevent the unauthorized use or disclosure of the list to any third-party and ensure that all terms of this agreement are adhered to by List Renter's employees, agents, representatives and brokers.

17. List Renter agrees to indemnify, defend, and hold harmless List Owner and DMI from any and all claims, damages, losses, expenses including attorney's fees, however incurred, which arise out of or relate to List Renter's use of the List in breach of contravention of this agreement or any other breach in this agreement, List Renter's negligent use, storage or maintenance of the List, the content of any mailings by List Renter, or any materials, products or goods mailed to, or services offered by List Renter to, persons on the List.

18. List Renter and List Owner agree that since the harm that would be caused by List Renter's breach of any term of this agreement would be difficult to estimate, a reasonable measure of just compensation for harm caused by any such breach is ten (10) times the total rental price. Therefore, the parties agree the List Rental shall pay List Owner ten (10) times the total rental price payable to List Owner by List Rental for the List as damaged caused by any breach. Such amounts shall be in addition to amounts payable under Section 17, and List Renter's obligation to indemnify, defend, and hold harmless List Owner and DMI shall not be limited by this Section 18.

19. List Renter may not assign any rights granted hereunder, and any such assignment without List Owner's prior written shall be null and void.

20. The List Owner makes no warranty or representation of any nature as to the accuracy of the List(s), of the addresses with respect to the results to be obtained, or to the number of mailing pieces, which are undeliverable. The List Renter further agrees and acknowledges that DMI acts only as an agent on behalf of the List Owner, a disclosed principal, for the sole purpose of any orders hereunder. The List Renter agrees that all payments are to be made and remitted to DMI.

21. Terms of payment are thirty (30) days from mail date, unless you are a new mailer to DMI and require prepayment. Mailer must pay for gross names supplied unless specific "net name" payment terms have been agreed upon in writing by List Owner and List Renter.

22. A Bonded Mailhouse or Certified Lettershop is required to process your mailing. The names can not be shipped back to the mailer.

The List Owner and List Renter expressly agree to be bound by the foregoing for a period of one (1) year from the below date, provided however, this agreement may be terminated by either party upon thirty [30]

