



List User Agreement

As part of the [insert event name and year] Sponsorship Agreement that [insert SPONSOR company name] "SPONSOR" has entered into with **PennWell Corporation ("PennWell")**, SPONSOR understands that SPONSOR may be supplied names and addresses of attendees and/or potential attendees of the [insert name of event] (the "List"). SPONSOR agrees that the List furnished by **PennWell** shall remain the property of **PennWell** and are provided to SPONSOR solely for a **single one-time mailing of only the direct mail piece supplied to PennWell prior to mailing, and forming an attachment to this Agreement, provided that such mail piece is approved in writing by PennWell prior to mailing.** SPONSOR agrees that the List will be delivered by **PennWell** only to a third party mailhouse acceptable to **PennWell** and bound to **PennWell's** satisfaction to the nondisclosure provisions of this Agreement (the "Mailhouse"), including, without restriction, a provision prohibiting the Mailhouse from disclosing any of the names and addresses to SPONSOR. SPONSOR guarantees that the names and addresses will not be disclosed to or transferred to anyone other than the Mailhouse, or used by or on behalf of anyone other than SPONSOR and the Mailhouse, nor will the names be copied or retained in any way, reused, or resold. SPONSOR agrees (i) to inform its employees, agents, and the Mailhouse of the provisions of this Agreement, (ii) to bind its employees, agents, and the Mailhouse to such provisions for the benefit of **PennWell**, and (iii) to be fully responsible for each such employee's, agent's, and the Mailhouse's observance of such provisions. SPONSOR further agrees that in order to protect **PennWell's** proprietary rights to the List, the List will be sent only and directly to the Mailhouse identified below or to another Mailhouse selected by **PennWell**.

SPONSOR agrees that the List may only be merged with other lists by the Mailhouse for the sole purpose of eliminating duplicate names for this one-time use, and the List will not be enhanced or tagged without the prior written permission of **PennWell**. We further agree that no personal telephone or facsimile solicitations will be made from any List provided by **PennWell** unless prior permission has been provided in writing from **PennWell**. No mention will be made in any promotion, or in any other way, of **PennWell**, any **PennWell** employees, the list(s) rented, or any **PennWell** products.

On completion of the one-time mailing, SPONSOR agrees to ensure that the Mailhouse (i) returns to **PennWell** all magnetic tapes, floppy disks, or any other electronic media containing the List or any portion thereof, (ii) deletes all electronic files that have been transmitted by **PennWell** and all electronic files subsequently created that contain the List or any portion thereof, and (iii) destroys all unused mailing labels, letters, envelopes, or other typed or printed matter which contains any names or addresses from the List.

SPONSOR understands that each mailing is monitored by decoy names and SPONSOR agrees not to, and shall ensure that the Mailhouse does not, attempt to detect or eliminate any decoy names. SPONSOR acknowledges that any violation of the restrictions set forth in this Agreement will result in irreparable damage to **PennWell**, and SPONSOR understands that **PennWell** may resort to suspension of our mailing privileges, or any remedy or monetary relief permitted in equity, by statute, or under the common law.

PENNWELL DISCLAIMS AND NEGATES ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **PENNWELL** SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT MAY ARISE IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE BY US OF THE NAMES AND ADDRESSES SUPPLIED, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, LOST PROFIT, OR CONSEQUENTIAL DAMAGES, EVEN IF **PENNWELL** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SPONSOR acknowledges that no representation not set forth in this Agreement has been made or relied upon by either party.

SPONSOR

By: _____
Name: _____
Title: _____
Date: _____

SPONSOR Address: _____ City: _____ State: _____
Country: _____ Postal Code: _____ Phone: _____
SPONSOR Contact E-Mail: _____

SPONSOR Mail House: _____
Address _____ City: _____ State: _____
Country: _____ Postal Code: _____
Attention: _____ E-Mail: _____