



## List User Agreement

As part of the [insert event name and year] Exhibit Space Agreement that [insert exhibitor company name] "EXHIBITOR" has entered into with **PennWell Corporation**, EXHIBITOR understands that EXHIBITOR may be supplied names and addresses of attendees and/or potential attendees of the [insert name of event]. EXHIBITOR agrees that all names and addresses furnished by **PennWell** shall remain the property of **PennWell** and are provided to EXHIBITOR 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.** EXHIBITOR agrees that the names 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 EXHIBITOR. EXHIBITOR 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 EXHIBITOR and the Mailhouse, nor will the names be copied or retained in any way, reused, or resold. EXHIBITOR 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.

EXHIBITOR agrees that the names 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 names 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, EXHIBITOR agrees to ensure that the Mailhouse (i) returns to **PennWell** all magnetic tapes, floppy disks, or any other electronic media containing any names or addresses supplied by **PennWell**, (ii) deletes all electronic files that have been transmitted by **PennWell** and all electronic files subsequently created that contain any names and addresses supplied by **PennWell**, and (iii) destroys all unused mailing labels, letters, envelopes, or other typed or printed matter which contains any names or addresses supplied by **PennWell**.

EXHIBITOR understands that each mailing is monitored by decoy names and EXHIBITOR agrees not to, and shall ensure that the Mailhouse does not, attempt to detect or eliminate any decoy names. EXHIBITOR acknowledges that any violation of the restrictions set forth in this Agreement will result in irreparable damage to **PennWell**, and EXHIBITOR 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.

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

### EXHIBITOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibitor Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
Exhibitor Contact E-Mail: \_\_\_\_\_

Exhibitor Mail House: \_\_\_\_\_  
Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Attention: \_\_\_\_\_ E-Mail: \_\_\_\_\_