



September 14 - 16, 2010 • San Jose Convention Center • San Jose, CA.

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 ("PennWell"), EXHIBITOR understands that EXHIBITOR may be supplied names and addresses of attendees and/or potential attendees of the [insert name of event] (the "List"). EXHIBITOR agrees that the List 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 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 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 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.

EXHIBITOR 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, EXHIBITOR 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.

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 in the List. 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: _____