

RESIDENT "ONE TIME" LIST RENTAL AGREEMENT

This agreement is made and entered into on this _____ day of _____, 20____ by and between DATA MAIL INC. (hereinafter "Data-Mail), (also trading as Data Management Inc. and Best Resident Lists), a District of Columbia corporation with offices located at 5904 Richmond Hwy, Suite 525, Alexandria, VA 22303 and at 160 Stone Street, Stoneville, NC 27048 and

("Customer")
a _____ Corporation with offices located at

Data-Mail developed and maintains a residential mailing list (hereinafter "List"). Customer acknowledges and agrees that any list provided pursuant to this agreement is and shall at all times remain the sole property of Data-Mail and/or the list owner. In no event will the customer acquire any ownership rights in the list. The Customer acknowledges that the List contains and is proprietary and confidential information; that Data-Mail has a legitimate business interest in protecting the list and confidential information contained therein and preventing such from being unfairly disclosed or used to its competitive or business disadvantage. The term List includes, but is not limited to, cheshire, heat sensitive, or pressure sensitive labels, rosters, prooflists, and magnetic media of any type (including e-mail or FTP of List). Data-Mail may at any time request, and customer will provide, a sample mail piece for review before releasing List.

TERMS & CONDITIONS:

1) Customer agrees that it will not use, copy, duplicate, or otherwise reproduce or retain any portion of the List, in any form or matter 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. Customer understands that each rental is for one time use only and in order to rent or use the list again, the renter must place another separate order to Data-Mail. All lists on magnetic media will be returned to Data-Mail promptly after use.

2) 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 Data-Mail, to prevent transfer, disclosure, or use of the List by any other person or entity not a party to this Agreement, except the employees or agents of Customer. Customer agrees that its employees and agents will adhere to the terms and conditions.

3) Customer also agrees to be held liable for any and all damages and expenses, which result from any use of the list, by their clients, customers, vendors, subcontractors, owners, employees, or subsequent users, which Data-Mail determines to be improper or unauthorized. The customer's failure to communicate this assumption of liability to other parties does not relieve the Customer from liability in any way. Customer has no right to and will not, license, rent, sell, otherwise transfer, or otherwise use the List or any information contained therein or the benefit of any other person or entity unless such is specifically authorized in writing by Data-Mail.

4) Customer agrees to indemnify, hold harmless, and defend Data-Mail against any claims, actions, expenses, judgments, and liabilities including, but not limited to attorney's fees and related expenses incurred as a result of use of the List or information contained therein by Customer. Customer will not hold Data-Mail liable for any losses incurred as a result of USPS errors.

5) Customer understands and agrees that only by a special, separate written agreement, signed by both parties, does Data-Mail guarantee United States Postal Service walk sequence saturation level discounts.

6) Customer understands and agrees that the List and all information contained therein remains the property of Data-Mail and acknowledges and agrees that any use of the List in a fashion contrary to the terms of this Agreement will cause irreparable harm to the List Owner and that Data-Mail and/or the 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 Data-Mail and/or List Owner may have in law or in equity.

7) In the event of any breach by Customer of any provision in this Agreement: a) Customer will, upon request by Data-Mail immediately surrender and return to Data-Mail the List and all information contained therein; b) Data-Mail may avail itself of such other rights and remedies as appropriate; and c) Customer will pay Data-Mail all expenses and costs including, but not limited to, reasonable attorney's fees incurred by Data-Mail of enforcing, whether by litigation or otherwise its rights pursuant to, this Agreement. All rights and remedies afforded to Data-Mail pursuant to this Agreement shall be cumulative, independent, and not alternative, and the exercise of one right or remedy shall not bar or act as a waiver by Data-Mail of any other right or remedy conferred by this Agreement or by law.

8) Customer requesting List on any type of magnetic media (including FTP or e-mail) will be required to submit to Data-Mail the questionnaire provided for approval by Data-Mail. Data-Mail retains the right to, at any time, rescind the approval for magnetic media if it deems improper use of the List.

9) Customer agrees that the list information may, under any circumstances, be used for the purposes of a) a solicitation to apply for a credit card, b) to solicit an offer for a credit card or c) to solicit for any other form of credit. Such solicitation shall further not advertise sell or offer any products or services that involve sexual paraphernalia, gambling services, weapons or any other illicit activities.

10) Customer agrees not to transfer this Agreement or any of its rights or obligations to any third party.

11) No terms, conditions, or part of this Agreement shall be modified or changed, unless such modification or change is made in writing, which is duly executed by each of the parties hereto.

DATA-MAIL INC.

CUSTOMER:

By: _____

Title: _____

By: _____

(Signature)

(Please print signature name.)

Title: _____

Witness for
Customer _____

(Signature)

Name _____