



Site Selection Consultant Directory Order Form

Choose Site Selection Consultant Directory Version Desired:

- Mailing List** – includes Company Name, Contact Name and Title, Address, City, State, Zip, Country, Primary Service Offering and Service Specialty. **\$695.00 USD**
- Telemarketing List** – Includes all of the above fields plus Phone and Fax. **\$995.00 USD**
- E-Marketing List** – Includes all of the Telemarketing List fields plus e-mail address and website. **\$1395.00 USD**

Unless otherwise specified, all lists will be delivered by email in Microsoft Excel format.

ORDERED BY:

Name & Title:

Company:

Address:

City, State Zip+4:

Telephone/Fax:

Email:

METHOD OF PAYMENT:

Check Enclosed Purchase Order (mail, fax or e-mail a copy of the purchase order with this form)

Visa

Master Card

American Express

Discover

Credit Card Number:

Expiration:

Name of Card Holder:

Cardholder Signature:

I and understand and agree to the terms and conditions of PMG's Site Selection Consultant Directory that appear below. (Please sign below to confirm agreement.)

Signature:

Please mail this completed form with payment to:

**Place Marketing Group
PO Box 383
Wooster, OH 44691**

P.O. Box 383, Wooster, OH 44691
Web: www.placemarketing.net Email: info@placemarketing.net
Phone/Fax: 800-527-5450



Site Selection Consultant Directory Agreement

Below is the Agreement for obtaining the Site Selection Consultant Directory from Place Marketing Group. A signed Order Form indicating agreement with these terms and conditions is required with payment prior to the release of the SSCD Directory list.

PLEASE READ THE AGREEMENT ("Agreement") CAREFULLY BEFORE SIGNING.

The Site Selection Consultant Directory (SSCD) list ("List") is the property of the Place Marketing Group ("PMG") and you are licensed ("Licensee") to use the list pursuant to the Terms and Conditions of this Agreement. By signing this Agreement, you understand that you are signing on behalf of the organization you represent and that all provisions of this Agreement apply to that organization.

I. Scope Of Single Use License

PMG grants a limited, non-exclusive, non-transferable license to use the list for a period of one year from date of this Agreement. Licensee agrees not to disclose the list source or identify PMG in its mailing or other materials or in any other way.

II. Limitations on List Use

The list is proprietary information belonging to PMG, who retains exclusive title to and ownership of all rights in the list. These rights are protected under copyright, trade secret and other intellectual property laws and by this Agreement. Any uses not specifically authorized or licensed under this Agreement are prohibited and reserved by PMG. Licensee's physical possession of the list does not imply any rights that are not specifically licensed in this Agreement.

All information licensed to Licensee pursuant to this agreement is provided for the exclusive use of the Licensee. Licensee agrees that unauthorized use or conveyance of the list, in part or in whole, infringes on PMG's copyright and trade secrets, is a breach of this Agreement and may cause irreparable harm to PMG.

Licensee agrees to not transfer, duplicate, reproduce, or retain all or any portion of the List in any form whatsoever, nor permit any third party, agent, employee, or contractor and their agents and employees to do so. Licensee will not use the list to enhance, overlay, tag or add information to any other list, file, or database.

Licensee is responsible for safeguarding the list at all times from being used or reproduced in any way contrary to the limited license rights granted herein. Licensee may use competent employees, agents, representatives, vendors, or other service providers to process permitted uses, so long as they are advised of the limitations set forth in this Agreement. Licensee is responsible for compliance by any other parties with this Agreement.

Licensee shall take reasonable steps to protect the list using methods at least equivalent to the steps Licensee takes to protect its own proprietary information, but not less than a reasonable standard, during the Term of this Agreement, and for a period of time until the list is properly destroyed.

Licensee's use of the list will be conducted in accordance with all applicable laws, regulations, and accepted industry standards. Licensee will not alter, eliminate or otherwise make ineffective the decoys that have been placed in the list by PMG to help detect unauthorized usage.

PMG provides information to licensee with the express understanding that all communications and actions by the licensee are their own and the content and method shall comply with all applicable laws and regulations.

Licensee agrees to indemnify and hold harmless PMG from any and all claims, damages, losses or expenses, including attorney's fees, however incurred, which are (i) occasioned by the use of the list contrary to the provisions of this Agreement by Licensee or any other party, (ii) the negligent maintenance of the list, and (iii)



relating in any way to any materials, products or goods mailed to persons and or organizations appearing in the list.

Provision of a list by PMG does not imply approval or endorsement of products, programs, or services provided by the Licensee. Each list rental, including any updates provided by PMG during the term of the Agreement is a separate contract between PMG and the Licensee and shall imply no obligation of PMG to enter into future contracts for the use of this list.

III. Termination of Agreement

Upon termination of this Agreement, the Licensee shall ensure that all copies of the list are completely destroyed, deleted, scratched, and purged from all mediums, including without limitation electronic storage, email, disk, tape, and printed documents. All provisions relating to the protection of PMG proprietary rights shall survive termination or cancellation of this Agreement.

IV. Penalty for non-authorized use or violations of this Agreement

If the Licensee uses the list in a manner that is not in compliance with this agreement, the Licensee agrees to pay a penalty equal to ten times the rental price for the list transaction involved for each such breach plus any attorney fees and court costs. The Licensee understands that the PMG may also refuse, at its sole option, to provide the list to the Licensee in the future.

It is understood and agreed that the list has been and will be monitored to prevent improper and unauthorized use of the list, by a combination of one or more methods of computer control and/or planted and/or varied names and addresses, or combinations of these and others to all which Licensee consents and agrees.

V. Warranty

Although PMG uses reasonable efforts to ensure accuracy of the lists, PMG does not represent or warrant that the information contained in the list is complete or free from error, and hereby expressly disclaim any liability to any person for any loss or damage (including but not limited to postage, returned mail fees, etc.) caused by errors or omissions in the list, whether such errors or omissions result from negligence, accident, or any other cause.

VI. Technical Support

PMG does not provide technical support for the use of the list.

VII. Construction, Heirs

This agreement shall be governed by, construed and interpreted according to laws of the State of Ohio as if executed and fully performed in that State, and exclusive jurisdiction of all disputes hereunder shall lie in the courts of the State of Ohio. The parties hereby submit to the jurisdiction of those courts with respect to such disputes only.

VIII. Execution of Agreement

I hereby acknowledge that I have read this agreement and warrant that I am authorized to sign on behalf of my company or organization. I understand that by signing this agreement, I and/or my company or organization is bound by the terms of this Agreement.