

## Harte-Hanks

### One Time Telemarketing List Restricted Use and Confidentiality Agreement LIMITED LICENSE AND USE AGREEMENT

This Agreement is, dated as of \_\_\_\_\_, between \_\_\_\_\_ (List Renter) having an office at \_\_\_\_\_ & Harte-Hanks Market Intelligence, Inc. (“List Owner”).

The purpose of this Agreement is to protect and prevent unauthorized use and disclosure of the confidential and proprietary information of the List Owner, which is being licensed by List Renter hereunder, and which is identified in Paragraph 13 below (“List”). List Owner hereby grants List Renter a limited one time use license for the List in connection with List Renter’s telemarketing campaign program which is identified in Paragraph 1.4 below.

Now, Therefore, the parties to this Agreement agree as follows:

1. List Renter hereby agrees to the following:
  - 1.1. List Renter will pay List Owner’s authorized reseller Worldata. (“Reseller”) for the List in accordance with a separate agreement between List Renter and Reseller. List Owner assumes no responsibility in connection with Reseller’s performance or non-performance and List Renter shall deal directly with Reseller with respect thereto.
  - 1.2. List Renter shall maintain the List in strict confidence, including restricting disclosure of the List solely to those employees of the List Renter with a need to know and not disclosing it or allowing it to be disclosed, under any circumstances, without the prior written consent of List Owner.
  - 1.3. List Renter shall advise employees of the List Renter who receive the List of the restricted use and confidentiality obligations hereunder.
  - 1.4. List Renter shall use the List solely in connection with its \_\_\_\_\_ Telemarketing Program which is scheduled to be started on \_\_\_\_\_ 2008 and completed on or before \_\_\_\_\_ 2008 and List Renter shall not otherwise make use of the List for any other purpose, including but not limited to a different or subsequent telemarketing campaign.
  - 1.5. At least ten days prior to the start of the telemarketing program identified in Paragraph 1.4, List Renter shall submit the telemarketing script to List Owner which represents the document that List Renter will use for the one time telemarketing program identified in Paragraph 1.4 and List Renter warrants that it is a true sample of same.
  - 1.6. List Renter shall not utilize the telemarketing script without the approval from an authorized person of List Owner, which approval shall not be unreasonably withheld or delayed.
  - 1.7. List Renter will not materially change the script for such telemarketing campaign, once approved by List Owner, without the written approval from an authorized person of List Owner, which approval shall not be unreasonably withheld or delayed.
  - 1.8. List Renter shall not use the List in any manner not expressly authorized hereunder including, but not limited to, the disclosure of the List for the purposes of sale, use, lease or license of the List, or any portion thereof, to any third party or for the benefit of any third party.
  - 1.9. List Renter acknowledges that the List Owner has properly seeded all of its telemarketing lists, including the List, in order to detect and prevent improper and unauthorized use. In addition to any other right or remedy at law or in equity, if it is determined that List Renter has used the List other than as expressly permitted under this Section 1, including other telemarketing campaigns not identified in Paragraph 1.4, List Renter shall pay to List Owner a fee equal to ten times the amount of the rental fee for the authorize use of the List for each such unauthorized use of such list. List Renter shall be responsible for any costs incurred by List Owner, including attorney’s fees, in connection with List Owner’s efforts to enforce this provision.

2. This Agreement may not be construed to grant List Renter any rights in the List, except as specifically set forth above. List Owner maintains all ownership and property rights in and to the List. It is acknowledged that List Owner may obtain list or data elements from a third party provider.
3. In the event of a breach or threatened breach of this Agreement by List Renter, it is acknowledged that List Owner will suffer irreparable harm and List Owner shall have the right to seek injunctive relief, including but not limited to, an injunction that would restrain the List Renter from breaching or further breaching such provisions. Failure or delay by List Owner in exercising any right hereunder shall not operate as a waiver of such right.
4. List Renter shall use the List in accordance with all applicable laws, rules, order and regulations. This provision shall apply, notwithstanding the approval of the telemarketing scripts as set forth in Paragraphs 1.6 and 1.7 above.
5. The List Renter shall indemnify and hold List Owner and/or its third party providers, harmless from any and all claims, damages, losses, costs or expenses, (including attorneys' fees), which List Owner and/or its third party providers may incur or suffer as a result of the use of the List by the List Renter or any of its employees or agents.
6. The obligations of the parties under this Agreement shall survive the termination of the parties' association with each other regardless of the manner of such termination.
7. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements or understandings.
8. This Agreement shall be governed and construed in accordance with the laws of the State of California, the State of New York and the State of Connecticut.
9. List Renter hereby agrees that the above stated conditions are in effect for a 12 month period beginning on \_\_\_\_\_ 2008 and that these conditions apply to every order placed.
10. This Agreement may not be assigned by List Renter without the prior written consent of List Owner.
11. List Owner has exercised commercially reasonable efforts to collect complete and accurate data for its List. However, the Lists are provided "AS IS". Neither List Owner nor its third party providers make any warranty or representation, either express or implied, with respect to the Lists, including but not limited to, warranties as to their accuracy, completeness, quality, merchantability or fitness for a particular purpose.
12. Neither List Owner nor its third party providers shall be liable to List Renter for any loss, damage or injury arising out of or caused in whole or in part, from List Owner's provision of the List or from List Renter's use of such List.
13. IN NO EVENT SHALL LIST OWNER AND/OR ITS THIRD PARTY PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR LIST RENTER'S USE OF THE LIST.
14. List Renter is licensing for its own internal use, on a limited one time basis, a List comprised of the following:  
\_\_\_\_\_.

In witness whereof, the parties signing below acknowledge that they have read this Agreement and that they are authorized to execute this Agreement on behalf of their respective companies.

**List Renter :**

**List Owner: Harte-Hanks Market Intelligence, Inc.**

**Name**

**Name**

**Title**

**Title**

**Signature**

**Signature**

**Date**

**Date**

**Telemarketing Company:**

**Name**

**Title**

**Street Address**

**City, State, Zip**

**Signature**

**Date**