Anchor Computer, Inc. requires that each customer sign a Demographic Services Processing Acknowledgement Form prior to the commencement of any DEMOGRAPHIC SERVICES PROCESSING. This Processing Acknowledgement Form and the attached Data Terms (Attachment 1) included herein shall remain in effect for a period of two (2) years with respect to DEMOGRAPHIC SERVICES PROCESSING. The DEMOGRAPHIC SERVICES Processing Acknowledgement Form must be updated on a bi-annual basis as of the date shown below (a new form must be executed bi-annually).

I, the undersigned, an authorized representative of:

COMPANY Name (please print)_____

Address _____

City/State/Province/ZIP/Postal Code_____

Phone Number _____

In order to increase match rates on various demographics, I do hereby authorize Anchor Computer Inc., to send data to a trusted outside vendor.
Hereby acknowledge that we have received and reviewed the DEMOGRAPHIC SERVICES PROCESSING DATA TERMS (Attachment 1) that are incorporated herein.

By signing below, I confirm: (i) that I am at least eighteen (18) years of age with full authority to execute this Document on the COMPANY's behalf; and (ii) that the COMPANY understands and accepts the provisions/restrictions stated in this Document.

Customer Name (please print) _____

Signature_____

Title_____Date_____

12/12/02 11:06 AM

For Anchor Use Only

Customer #_____

Attachment 1
Data Terms

For the purposes of definition herein, the term "End User and/or Broker" will be in reference to the party or parties that agreed to the Demographic Processing Services provided.

Authorization. By its signature, the Broker certifies that it has authority as a legal agent to bind its clients, who are the ultimate users of the data products ("Data") ordered (the "End User"), to the terms set forth herein and to act on End User's behalf in licensing the Data for the benefit of End User. In the event that the Broker acts beyond its scope of authority by signing this Agreement on behalf of the End User, then Broker shall guaranty End User's performance and shall be responsible for any breach of this Agreement by the End User. Broker shall obtain End User's written agreement to the terms and conditions set forth in this Agreement with respect to use of the Data. In the event that Broker has access to or use of the Data on behalf an End User, Broker's use of the Data shall be subject to the terms and conditions of this Agreement as if Broker were the End User. Broker shall defend, indemnify and hold harmless Anchor Computer and the Data Owner (as defined below) from and against any and all suits, claims, and actions, and the damages, costs, liabilities and expenses (including reasonable attorneys' fees) arising therefrom, arising out of or resulting from Broker's or the End User's misuse or unauthorized use of the Data.

Title. Broker and each End User acknowledges that the Data shall at all times remain the intellectual property of Data Owner who provided the Data to ANCHOR COMPUTER, and that neither Broker nor End User has no proprietary rights whatsoever in the Data.

Permitted Uses / Restrictions: End User may use the Data provided pursuant to this Agreement, subject to the following:

- The Data may be used for End User's marketing programs to consumers, including house file enhancements, mailing list screens, modeling and list analysis.
- End User may not sell, lease, rent or except as otherwise set forth in this Agreement, provide to any other party (i) the Data or a derivative of the Data, (ii) its own file, as enhanced with the Data, or (iii) any direct marketing list, model, analysis, code or report utilizing or derived from the Data.
- End User may not use the Data as a factor in establishing an individual's creditworthiness or eligibility for (i) credit or insurance, or (ii) employment.
- End User shall not use any Data to advertise, sell, or exchange any products or services relating to illegal or illicit activities, including, without limitation, sexual products or services, drug products or services, pornographic materials, weapons, or involving credit repair services.
- All marketing communications used in connection with any list created by or for End User derived from the Data shall (i) be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address; (ii) comply with all applicable federal and state laws, rules and regulations; and (iii) comply with all applicable privacy policies, ethical use and Fair Information Practices published by the Direct Marketing Association ("DMA").
- End User shall provide to ANCHOR COMPUTER, sample mail pieces and/or telemarketing scripts using information derived from children data.
- End User agrees to furnish ANCHOR COMPUTER, if requested, two (2) copies of each mail piece and/or e-mail or telemarketing script using information derived from the Data, other than children information.
- End User may not use the Data, in whole or in part, in the development of (i) any application that is outside the scope of this Agreement or (ii) any data products or services to be provided to third parties including, without limitation, any list enhancement or data appending service or product.
- ANCHOR COMPUTER reserves the right to review and pre-approve the End User's intended use of the Data prior to ANCHOR COMPUTER's acceptance of an order.
- ANCHOR COMPUTER is obligated to comply with certain restrictions and requirements placed upon the use of the Data by the Data Owners. End User shall strictly comply with all restrictions and requirements now or hereafter imposed upon ANCHOR COMPUTER by any Data Owner and made known to End User in writing.
- End User represents and warrants that, it has implemented and maintains an information security program that contains administrative, technical, and physical safeguards that are appropriate to its size and complexity, the nature and scope of its activities, and the sensitivity of any customer information at issue sufficient to protect the confidentiality of the Data.

Consumer Inquiries. End User shall be responsible for accepting and responding to any communication initiated by a consumer ("Consumer Inquiries") arising out of End User's use of the Data. End User agrees that it will provide "in house" suppression to consumers, upon request by a consumer, from future marketing initiatives by End User and agrees to honor any such request by suppressing such consumer information from End User's marketing solicitations. No reference to ANCHOR COMPUTER or the Data Owners in written or oral communication to a consumer or in scripts used by End User in responding to Consumer Inquiries shall be made without ANCHOR COMPUTER's and the Data Owner's prior written approval.

Suppression Files. The Data products ("Products") are built using Suppression Files appropriate for that Product, including the Direct Marketing Association's Mail Preference Service and Telephone Preference Service files, e-mail suppression files, Data Owner opt-out files, FTC DNC file and the state Attorneys General suppression files, to flag an individual consumer as having opted out of receiving marketing solicitations. Except with regard to End User's customers, End User agrees to honor such consumers' elections not to receive marketing solicitations in any use of the Data and in the event that End User does not honor such consumers' choice not to receive marketing solicitations, ANCHOR COMPUTER and the Data Owner may cease delivery of the Data and/or Services and/or terminate this Agreement immediately. End User acknowledges that neither ANCHOR COMPUTER nor Data Owner guarantees that the names or telephone numbers of all such consumers have been flagged or removed from the Data supplied to End User hereunder. End User further represents that if End User is telemarketing in a state that requires registration, End User has registered in the applicable state. End User acknowledges that it is End User's sole responsibility to ensure that the most current suppression information has been applied to its files before such files are used for marketing and End User agrees to defend, indemnify and hold harmless ANCHOR COMPUTER and the Data Owner, as set forth below, due to End User's failure to comply with its obligations set forth in this Section.

End User Warranty. End User warrants that (a) it is a duly formed entity (i.e., corporation or limited liability company) in good standing under the laws of the state of its incorporation or organization; (b) it is qualified to transact business in all states where the ownership of its properties or nature of its operations requires such qualification; (c) it has full power and authority to enter into and perform the Agreement; and (d) the execution and delivery of the Agreement have been duly authorized.

Privacy Policy. End User has and will maintain a privacy policy that (i) provides consumers a point of contact (e.g., website, telephone number or address) where a consumer may opt-out of any marketing or advertising communications from the End User; and (ii) explains the End User's active or passive collection, use and transfer of personally identifiable or anonymous data related to a consumer or a user.

Audit/Non-Compliance.   End User agrees that at all times during the Term of this Agreement, it shall maintain current, accurate and complete books and records relating to its usage of the Data in compliance with the terms of this Agreement.   End User agrees that ANCHOR COMPUTER, or any designee of ANCHOR COMPUTER, shall have the right at any time to examine, inspect, audit, review and copy or make extracts from all such books, records and any source documents used in the preparation thereof during normal business hours upon written notice to End User at least five (5) business days prior to the commencement of any such examination, inspection, review or audit. Such audit shall be strictly limited to those books and records which specifically relate to information pertinent to the use of the Data.

Events Upon Termination.   Upon the termination of the Agreement for any reason, End User shall, at Anchor Computer's option, destroy or return to Anchor Computer the Data and any copies thereof and certify in a writing to be delivered to Anchor Computer within five (5) business days following such destruction or return that End User has fully complied with the requirements of this Section.

Indemnification.   End User shall defend, indemnify, and hold harmless ANCHOR COMPUTER and the Data Owner from and against any and all claims, demands, judgments, liability, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from End User's misuse or unauthorized use of the Data or End User's. ANCHOR COMPUTER shall give End User prompt written notice of any claim of which it has knowledge, and shall provide End User with the assistance, information and authority necessary to perform End User's obligations under this Section.

Warranty Disclaimer/Limitation of Liability.   The Data may be subject to transcription and transmission errors, accordingly, the Data is provided on an "as is," "as available" basis. Any use or reliance upon the Data by End User shall be at its own risk. EXCEPT AS SET FORTH IN THIS SECTION, NEITHER ANCHOR COMPUTER NOR THE DATA OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, HEREUNDER WITH RESPECT TO THE SERVICES, DATA, OR THE MEDIA ON WHICH THE DATA IS PROVIDED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANCHOR COMPUTER'S AND THE DATA OWNER'S AGGREGATE LIABILITY TO END USER, WHETHER FOR NEGLIGENCE, BREACH OF WARRANTY, OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO THE PRICE PAID FOR THE DATA OR SERVICES TO WHICH THE INCIDENT RELATES. IN NO EVENT SHALL ANCHOR COMPUTER OR DATA OWNER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE AND HOWEVER ARISING, INCLUDING BUT NOT LIMITED TO LOST INCOME OR LOST REVENUE, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.