

SOURCE BOOK PUBLICATIONS

CONDITIONS OF DATA RENTAL

Options:

- Pricing:**
1. **\$1,500** for initial data set. (See sample database of 3,000+ active North American franchisors at <http://franchisordatabase.com/files/FranchisorDatabase.pdf>.)
 2. **\$150** for each consecutive quarterly update (optional).
 3. Academic groups will receive a 50% discount.
 4. Franchise Partners will receive a 20% discount.
- Mailing Labels:** **\$800** for complete listing of (3,000+ active North American franchisors on Avery Laser 14-Up Labels).
- Custom Sorts:** Custom sorts quoted separately. Sort on basis of number of operating units, geographically, industry groups (29), etc. Minimum charge of \$400.

Proprietary Data:

All of the information provided, whatever the medium, is the proprietary data of Source Book Publications. The data is "rented" solely to the client noted below, subject to the following terms and conditions.

Guaranteed Deliverability:

To ensure accuracy, Source Book Publications' (SBP) databases are updated on a daily basis. SBP guarantees the accuracy of each list you rent. Our refund policy is as follows:

Mailing Labels: For any undeliverable mail returned to you within 60 days from purchase date and marked "undeliverable as addressed" (or equivalent) by the Post Office, SBP will refund \$0.50 per return. This guarantee applies to original label set(s) only, and does not apply to any unauthorized duplicate usage. To receive refund, send returns, copy of your original invoice, and written request to SBP. Only one refund check will be sent per invoice. No exceptions to this policy permitted.

Data Products: The deliverability guarantee for mailing address information on SBP's proprietary databases is the same as for mailing labels. However, any mailing labels generated from these products are guaranteed one time only, and must be returned within 60 days of product purchase or subsequent quarterly update. Any names/addresses that are merged/purged against your own database, which are not from the original SBP database, are not guaranteed. While we believe that the vast majority of email addresses are correct at any point in time, we are unable to guarantee their accuracy because of the inherent unreliability of most email marketing software. Some of these software programs might record an unacceptably high number of "bounced" emails while other, more sophisticated software programs using the exact same database might record only a fraction of the "bounced" emails. We will, however, try to advise clients on how to minimize the number of "bounced" emails.

Supplemental Information:

The data is rented based on the guaranteed accuracy of the mailing addresses only. All supplemental information, including company contacts, telephone and fax numbers, Website address, number of operating units and current associations (IFA, CFA), etc., are provided as an assist to SBP's database clients in marketing to the franchisors. While SBP endeavors to maintain current supplemental data, the accuracy of this supplemental information is not guaranteed. Approximately 95% of the listings contain all of the supplemental information noted. To the extent the franchisor is responsive, any missing supplemental information will be provided in subsequent quarterly updates.

Terms:

1. Source Book Publications, at its sole discretion, may refuse to provide services to any potential client.

2. All initial orders must be pre-paid. Net 30 days payment on quarterly updates available for clients in good standing. SBP reserves the right to refuse credit. Checks should be made payable to Source Book Publications.
3. Most mailing labels and data requests are shipped within 24 hours. Data is sent via e-mail and is in an Excel format.
4. With the exception of international shipments, shipping and handling charges are included in the purchase price. California clients will pay the appropriate California sales tax.
5. Due to daily updating of our databases, actual franchisor counts change frequently.
6. Lists are not refundable/returnable without written authorization from SBP.
7. Mailing labels are rented for one time usage only. Data provided via disk or e-mail may be used as many times as desired by the client noted below, subject to the limitations specified.
8. As verification of intent, a sample mailing piece may be required prior to shipment of proprietary data.
9. SBP, at its sole discretion, reserves the right to terminate the quarterly update program for any client at any time and for any reason.
10. Database clients are not required to subscribe to quarterly updates. If they wish to order a subsequent database update, the price will be at the rate of \$150 x the number of quarters since the original database or most recent update was ordered, up to a maximum of \$1,500.
11. All clients are specifically prohibited from using any of the rented data on their or any other Website or in any published form that will be available to third parties.

Restricted Use of Information:

All database information is proprietary and is furnished for the confidential and sole use of the client noted below. No other third parties may use the information provided. Clients agree that they are using the data solely to contact franchisors with regard to marketing their services. Under no circumstances is any of the database information provided to be extracted in any combination, however limited, for the purpose of creating, adding to or building another database, Website or publication. The proprietary data is also not to be used in any form that will be sold or otherwise provided to third parties, including the compilation or preparation of mailing lists, marketing aids, directories, classified advertising or the conveyance of database information through any telephonic, mechanical or electronic means. The databases and labels are seeded with decoy names to protect against unauthorized use. SBP will aggressively exercise the right to file legal claim for any situation wherein list abuse occurs.

Unauthorized use is subject to payment at the multiple use rate of \$1,500 per each unauthorized use.

Limits of Liabilities:

SBP is not liable for any damages or losses that might be sustained by the "renter" through the use of the rented database information. SBP is not liable for any special or consequential damages, and in no event will SBP's liability exceed the cost of this rented database information.

Yes, I understand and agree to all of the terms and conditions regarding the rental of the proprietary data:

Company Name

Date

Authorized Signature

Name (Please Print)