

Site Selection Consultant Database Order Form

Yes, please send me a subscription to the Site Selection Consultant Database. The list includes – Company Name, Contact Name and Title, Address, City, State, Zip, Email Address, Website, Country Primary Service Offering and Service Specialty. Regular price \$895 annually.

\$200 Savings Offer- Just \$695.00 annually

ORDERED BY:	
Name & Title:	
Company:	
Address:	
City, State Zip+4:	
Telephone/Fax:	
Email:	
METHOD OF PAYMENT:	
<input type="checkbox"/> Check Enclosed <input type="checkbox"/> Purchase Order (mail, fax or e-mail a copy of the purchase order with this form)	
<input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> American Express <input type="checkbox"/> Discover	
Credit Card Number:	Expiration:
Name of Card Holder:	Card Verification Value (CVV):
Cardholder Signature:	

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

Signature:

**Please email this completed form to:
info@SiteSelectionDatabase.com**

Or return by mail to:

**Place Marketing Group
PO Box 621061
Charlotte, NC 28262**

Site Selection Consultant Database Agreement ("Agreement")

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

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

The Site Selection Consultant Database ("the List") is the property of the Place Marketing Group ("PMG" or "Licensor") 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 you and your organization, its employees, contractors, directors, agents and volunteers.

I. Terms and Conditions of Licensee's Access to the List

Licensee agrees to the following terms and conditions for using the list:

- a. Licensee will complete a signed Order Form indicating agreement with these terms and conditions and remit the amount required by Licensor prior to the release of the SSCD Database List.
- b. Licensee acknowledges that the Site Selection Consultant Database (SSCD) List ("List") is the property of the Place Marketing Group ("Licensor") and it is solely a Licensee with rights to use the List pursuant to the Terms and Conditions of this Agreement.
- c. Licensee acknowledges it holds a limited, non-exclusive, non-transferable license to use the List for a period of one (1) year from date of this Agreement, which use specifically permits Licensee to contact persons or entities on the List provided that such contact does not violate any applicable law or regulations. Licensee agrees not to disclose identity of PMG as source/owner of the List or identify PMG in Licensee's mailings, publications, web sites, social media, or other materials or in any other Licensee publication.
- d. Licensee further acknowledges that the List is proprietary information belonging to Licensor, 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 Licensor. Licensee's physical possession of the List does not imply any rights that are not specifically licensed in this Agreement.
- e. 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 Licensor's copyright and trade secrets, is a breach of this Agreement and causes irreparable harm to Licensor.
- f. 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.
- g. Licensee is responsible for always safeguarding the List 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.

h. 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 until the List is properly destroyed.

i. 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 Licensor to help detect unauthorized usage.

j. Licensee agrees to indemnify and hold harmless Licensor 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.

k. Licensee acknowledges that provision of a List by Licensor does not imply approval or endorsement of products, programs, or services provided by the Licensee.

II. Termination of Agreement

Licensor has the right to immediately terminate this Agreement upon breach by Licensee upon written notice to Licensee (such notice includes both written and electronic communication). Upon termination of this Agreement, the Licensee shall ensure that all copies of the list are destroyed, deleted, scratched, and purged from all mediums, including without limitation electronic storage, email, disk, tape, and printed documents. Both breach of the Agreement and failure to follow the terms of this paragraph (destroy List after written notice of termination) shall constitute breach subject to Liquidated Damages clause of this agreement. All provisions relating to the protection of PMG proprietary rights shall survive termination or cancellation of this Agreement.

III. Nondisclosure of Confidential Information

Licensee recognizes and acknowledges that the List is to be treated by Licensee as Confidential Information of the Licensor and its affiliates and all physical embodiments thereof (as they may exist from time-to-time, collectively, the "Proprietary Information") are valuable, special, and unique assets of the Licensor's and its affiliates' businesses. Licensee will hold in confidence all Proprietary Information and will not reproduce, use, distribute, disclose, publish, or otherwise disseminate any Proprietary Information from the List, in whole or in part, and will take no action causing, or fail to take any action necessary to prevent causing, any Proprietary Information to lose its character as Proprietary Information

IV. Liquidated Damages

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.

If the Licensee uses the List in a manner that is not in compliance with this agreement, the parties acknowledge and agree that such breach by Licensee shall give rise to liquidated damages and not penalties. The parties further acknowledge that the amount of loss or damages likely to be incurred by such a breach by Licensee is incapable or is difficult to precisely estimate. The parties hereby agree that the amount of liquidated damages shall be calculated to equal an amount that is ten (10) times the current annual rental/subscription price of a List plus any attorney fees and court costs.

V. Warranty

Although Licensor uses reasonable efforts to ensure accuracy of the Lists, Licensor 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

Licensors does not provide technical support for the use of the List.

VII. Jurisdiction

This agreement shall be governed by, construed, and interpreted according to laws of the State of North Carolina 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 North Carolina. 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 further understand that by signing this agreement, I and/or my organization, its' employees, agents, volunteers, contractors and directors are bound by the terms of this Agreement.