



10303 Crown Point Ave
 Omaha, NE 68134-1061
 Phone: 402-964-9998
 Fax: 402-963-2102
 Federal Tax ID# 47-0638232

Central Address Systems, Inc. / dba. CAS Inc.
New Customer Terms

For Internal Use Only	
Sales representative: Select	
Customer Service Rep: Select	
Client ID _____	Terms #: _____
Date Received: _____	

Please fax back to CAS Accounting Department at 402-963-2102

Company Legal Name:

Address: _____ City _____ ST _____ Zip _____

E-Mail Address: _____ @ _____

Phone Number: - - - - -

Fax Number: - - - - -

Ownership Structure: Corporation Partnership Sole Ownership _____

Type of Business:

Tax Status: Exempt Resale

Sales Tax I.D. # _____

Federal Tax I.D. # _____

CLIENT PAYMENT TYPE: Pay in Advance
 Pay By Credit Card *must complete separate Credit Card Form
 Pay upon Receipt of Invoice** - must complete Credit Application

Client acknowledges having read this agreement and understands that by signing this agreement Client agrees to the following New Customer Terms contained herein. Client further agrees that, except for separate written agreements between Central Address Systems, Inc. and Client, this agreement is the complete and exclusive statement of the rights and liabilities of the parties.

Authorized Signature - Client

 Authorized Signature - CAS Inc.

Name & Title (Printed)

 Name & Title (Printed)

Date

 Date



New Customer Terms

All purchases by you ("Client") from Central Address Systems, Inc. / dba. CAS Inc. ("Licensor") are subject to the terms and conditions in this agreement ("Agreement").

Pricing; Client Purchase Orders. Pricing, data elements, and file layouts are agreed on a per order basis. The prices and rates for the services do not include either shipping costs or applicable federal, state or local taxes, and Client will pay or reimburse Licensor for such shipping costs and taxes.

Non-conforming Services; Review of Interim Results. Licensor shall perform services in accordance with Client orders and correct any non-conforming services where the nonconformity results solely from errors on the part of Licensor. Client shall review and approve interim results provided by Licensor and inform Licensor in writing of any nonconformance. Where Licensor is not informed of nonconformance, Licensor shall be entitled to assume the correctness of the interim results, and shall not be liable for the cost of correcting any nonconformance approved in error. Client's failure to give Licensor written notice of non-conforming services within thirty (30) days of Licensor's performance of the services shall constitute final acceptance and approval of the services by Client.

Payment Terms. Client will pay Licensor for the services in the amounts agreed upon by Licensor and Client. Licensor's invoices will be deemed to be correct and acceptable to Client unless Client advises Licensor of disputed items within ten (10) days of their receipt. Payments shall be made to Licensor within thirty (30) days of invoice date for all Licensor services.

One Time Use, List Rentals. Unless otherwise agreed in writing signed by Licensor and Client, Client is permitted to use a List provided by Licensor only once and only for one of the following purposes: i) direct mail solicitations, ii) conducting telephone solicitations, iii) conducting telephone surveys, or iv) email marketing. This shall not, however, prevent Client's use of a list provided by Licensor, or use of the licensed data, for Client's internal analysis or for previous mail suppression. Licensor will include seed names for the purpose of detecting unauthorized use.

FCRA; No Eligibility Decisions. Client understands that licensed data has not been collected for credit purposes and is not intended to be indicative of any consumer's credit worthiness, credit standing, credit capacity, or other characteristics listed in Section 603(d) of the Fair Credit Reporting Act ("FCRA"), 15 USC Section 1681a. Client represents and warrants that it shall not use any licensed data as a factor in establishing any consumer's eligibility for (i) credit or insurance used primarily for personal, family or household purposes, (ii) employment purposes, or (iii) other purposes authorized under Section 604 of the FCRA, 15 USC Section 1681b or any similar statute. Client agrees that it will not use any of the licensed materials for any purpose proscribed under the FCRA.

Manner of Use; No Individual Look-ups. Client agrees that it will use the licensed data provided for marketing purposes only in accordance with all federal, state and local laws, applicable Direct Marketing Association Guidelines (www.the-dma.org), and in a manner which gives due consideration to matters concerning privacy and confidentiality. Client will not in any direct mail solicitation, telephone solicitation or survey utilizing licensed data refer to any selection criteria or any presumed knowledge about the recipient. The licensed data may not be merged or incorporated with any other file without the express written consent of Licensor. None of the licensed data may be used to enhance a file or list owned by any third party, to develop any list, enhancement or product or to prepare, publish, clean or maintain any directory. Neither Client nor Client's customers shall use the licensed data in any application involving individual look-ups of people including, without limitation, any application involving individual look-ups of people pertaining to: (i) skip tracing functions; or (ii) electronic directory assistance applications.

Licensed Data Access; Confidentiality. Client shall: (i) hold the licensed data in confidence; (ii) provide access to the licensed data only to its (a) employees, contractors and agents to whom access is required and to the extent necessary for proper use hereunder, and (b) to its customers solely as permitted hereunder. Licensor may seek injunctive or other equitable relief against the breach or threatened breach of any of the foregoing covenants in addition to any other legal remedies which may be available.

Non-disclosure of Source of Licensed Data or Relationship . Client shall not disclose to any other party that Licensor is the source of the licensed data without the prior written consent of Licensor, which consent will be issued only on a case-by-case basis, and shall not be issued in the form of a blanket consent.

Solicitations; Ad Copy; Script Retention and Review Solicitation and ad copy used by Client or Client's customers in connection with the licensed data: (i) shall not disclose the source of the recipient's name and address; (ii) shall not contain any indication that Client or Client's customers possess any information about the recipient other than name and address; and (iii) must be in good taste and of the highest integrity. Upon request from Licensor, Client shall promptly deliver to Licensor a copy of any solicitation or ad copy used in connection with the licensed data. Two copies of each mail piece and/or telemarketing script used in connection with the licensed data shall be retained by Client and Client's customers for at least twelve (12) months after the applicable mail drop date or telemarketing script use. Upon request from Licensor



within such twelve (12) month period, Client shall promptly deliver to Licensor the requested copies. Licensor may require that mail pieces or telemarketing scripts be approved by Licensor prior to any use with the licensed data.

Licensor Warranties. Licensor warrants to Client that: (i) the Licensor services will materially conform to the corresponding job instructions; and (ii) Licensor has the right to provide to Client, for the uses authorized by this document, licensed data provided as a part of the Licensor services. Licensor further warrants that it will make reasonable commercial efforts to ensure that the licensed data delivered to Client hereunder and information contained therein will be as complete, accurate, and current as it can be in view of Licensor's customary method of compilation or acquisition of such data and the nature and accuracy of Licensor's sources for such data. HOWEVER, LICENSOR DOES NOT GUARANTEE THE ACCURACY OR RELIABILITY OF SUCH DATA OR THE RESULT OR CONSEQUENCES FROM THE USE OF SUCH DATA. All use of the licensed data and all materials derived there from are on an "AS IS," "AS AVAILABLE" basis, and neither Licensor nor Licensor's data providers shall be liable for any claim or loss resulting from the content of, errors or omissions in, or the end user's use of the information contained in or retrieved from the Licensor's data. Client understands and acknowledges that the FTC and certain states may require the purchase of lists providing a directory of consumers who object to receiving certain outbound telephone solicitations ("Do-Not-Call lists"). Licensor agrees to provide Client with services that will purge consumers on the various Do-Not-Call lists from the calling lists provided by Licensor to Client. Client agrees to purchase such Do-Not-Call lists from the FTC and appropriate states, and Client will indemnify and hold Licensor harmless from any third party claims arising from calls placed to consumers who are on the various Do-Not-Call lists. Licensor disclaims all responsibility for ensuring that Client complies with the laws establishing the Do-Not-Call lists. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES LICENSOR HAS GIVEN CLIENT WITH RESPECT TO THE SERVICES. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Limitation of Liability. Client acknowledges that data entry, data processing, communication, and storage are subject to the possibility of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Licensor undertakes no liability to Client for any such errors, omissions, delays, or losses. In no event shall Licensor be liable TO CLIENT OR ANY THIRD PARTY for incidental, indirect, special, or consequential damages, or for lost profits, savings, or revenues of any kind, or for lost data or downtime, or for printing costs or postal charges, regardless of whether or not Licensor has been advised of the possibility of such damages. LICENSOR'S CUMULATIVE LIABILITY TO CLIENT FOR ALL CLAIMS RELATING TO, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES, THE DATA OR THIS LICENSE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO LICENSOR FOR THE SPECIFIC SERVICES OR DATA GIVING RISE TO SUCH CLAIM.

Indemnification. Client will indemnify, defend, and hold Licensor harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses (including actual attorney's fees) arising out of or resulting from Client's use of the licensed data or any third party's use of the licensed data through Client including, without limitation, (i) a failure to observe any use or data restriction set forth herein; (ii) any claim alleging that any Client, end user who accessed the licensed data through Client or Client's third party processor violated the legal rights of another person by supplying Licensor with any Client data (iii) any claim by a third party alleging that Licensor failed to perform the services properly; (iv) any misrepresentation or breach of warranty by Client or (v) Client's nonperformance of any obligations imposed on it herein or by any Licensor job instruction.

Governing Law. The validity and effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to its conflict of laws rules. Client agrees that any causes of action relating in any fashion to this Agreement shall be brought in the state or federal courts located in Douglas County, Nebraska, which shall have exclusive jurisdiction over such matters. Client submits itself to the personal jurisdiction of the state and federal courts located in Douglas County, Nebraska, and waives any claim it might possess that such location constitutes an inconvenient forum or improper venue.

Complete Agreement. This Agreement (as supplemented by work orders and Licensor's pricing schedule, addendums and riders as anticipated and compliant with this Agreement) sets forth the entire understanding of Client and Licensor with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto. No amendment or modification hereof shall be binding unless such amendment or modification is in writing and acknowledged by both parties.

Broker / Reseller Obligations. In the event Client is serving as a broker or reseller, Client further agrees that it will make no use whatsoever of the licensed data other than providing such data to the end user. Client represents and warrants that it will fully apprise, and secure the written assent of, the end user with respect to the obligations and restrictions set forth in this Agreement. Client agrees to indemnify, defend and hold harmless Licensor and its officers, employees, agents, affiliates, subsidiaries and data providers against and from any claims, losses, expenses, damages and costs including without limitation, actual attorney's fees, that may at any time be incurred by Licensor arising out of, or related to, Client's failure to fulfill its obligations under this paragraph.



Waiver; Survival. The waiver by either party, or the failure by either party to claim a breach of any provision of this Agreement or to give notice with respect thereto, shall not be held to be a waiver of any subsequent breach of such provision or any other provision in this Agreement. The indemnity, liability and non-disclosure provisions of this Agreement shall survive the termination or expiration of this Agreement.

Client Initials

Licensor Initials

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