

Arizona's FinderBinder® On Line Media Directory License Agreement

Review the terms and conditions of FinderBinder's® License Agreement, fill out completely and fax form to 480-894-6216, or mail to us at 432 E. Southern Ave., Tempe, AZ 85282. Upon receipt of this signed license agreement, including names and e-mail addresses of all Licensed Users (if applicable), you will be contacted by email to facilitate the establishment of your Internet account.

TERMS AND CONDITIONS: Client agrees to accept and Rita Sanders Advertising and Public Relations Agency Inc., agrees to grant permission to use FinderBinder® Online (which includes any and all data contained in, or provided by FinderBinder® hereunder), in accordance with the terms and conditions below.

AGREEMENT: Between Rita Sanders Advertising and Public Relations Agency, 432 E. Southern Ave., Tempe, AZ 85282 and Client specified below.

TERM: The term of this license is the period of 12 months or October of 2005 commencing upon the Client's receipt of Internet log-in information. During that time updates will occur monthly. Unless, this agreement is terminated sooner by the publisher, **Internet access will expire September 30, 2005.** Password access is **individual user-specific** and Client must provide all user names and e-mail addresses to FinderBinder®.

LICENSE: During the term of this Agreement, Rita Sanders Advertising and Public Relations Agency grants a non-transferable and non-exclusive license to Client to use by Client and Client's employees for Client's business purposes only and not for resale and not by any other person or entity (1) the Internet version of FinderBinder® for a single user or a specified number of licensed users based at a single or multiple site(s) of the Client named below.

LIMITATIONS OF LICENSE: Client hereby agrees not to (and agrees to cause its employees no to) (i) **modify, adapt, merge, translate or create derivative works based on FinderBinder® On Line including without limitation, use the data in any product or service other than FinderBinder®** (ii) **decompile, disassemble or otherwise reverse engineer FinderBinder® On Line in any manner or** (iii) **sell, copy, publish, disclose or otherwise transfer to distribute FinderBinder®, in any whole or part, or to sublicense its rights, or to transfer FinderBinder®; provided that nothing herein shall prevent the client from copying limited portions of the data contained in FinderBinder® Online for business purposes only. Client shall itself (and shall cause all of its authorized employee users) to maintain the confidentiality of any password user to access the Product.** Client acknowledges that noncompliance with these obligations and conditions would cause irreparable harm to FinderBinder®, that money damages would not be adequate to compensate and the FinderBinder® would be entitled to equitable relief, including injunction and specific performance and any other remedies available to it in law or equity and no failure to delay in FinderBinder's® exercising its rights hereunder will operate as waiver thereof.

CUSTOMER SUPPORT POLICY: Customer support will be provided Monday through Friday from 8 a.m. to 5 p.m. to its licensed users only who have been registered with FinderBinder®. **FinderBinder® On Line subscribers must provide Rita Sanders Advertising and Public Relations Agency with a list of user names and corresponding e-mail addresses or customer service support will be denied.**

OWNERSHIP: Client agrees that Rita Sanders Advertising and Public Relations Agency is the sole owner of FinderBinder® and any intellectual property arising therefrom. **FinderBinder® data may not be incorporated into any product or service for free or for resale without the express written permission of the Publisher. This includes but is not limited to the inclusion of the data in any resale process, whether it be a press release distribution service or in any other resale form.** Client shall not contest or challenge in any manner Rita Sanders Advertising and Public Relations Agency as sole owner and agrees that it shall keep (and shall cause all of its authorized employees to keep) confidential and prevent the contents of FinderBinder® from unauthorized use and disclosure, including without limitation, keep confidential password assigned for Internet access. Client shall not remove any proprietary notice of Rita Sanders Advertising and Public Relations Agency from FinderBinder®.

WARRANTIES: Rita Sanders Advertising and Public Relations Agency bases its data on sources believed by it to be reliable and will endeavor to assure that the data is complete, timely and accurate. However, Rita Sanders Advertising and Public Relations Agency does not represent, warrant or guarantee the completeness, timeliness or accuracy of the information comprising the data, and it shall have no liability whatsoever to the Client or to any other person or entity on account of any incompleteness, untimeliness and inaccuracies in the data being provided or for any delay in reporting such data. The Client agrees that there are no warranties, guarantees, conditions, covenants or representations by Rita Sanders Advertising

and Public Relations Agency Inc., as to marketability, fitness for a particular purpose or other attributes of FinderBinder®, whether stated or implied, in law or in fact, in oral or written form.

NO AGENCY: Nothing contained in this Agreement shall be construed as constituting the parties as principal and agent, partners or joint venturers, or to be in any further fiduciary relationship, nor will anything herein render either party liable for debts or obligations for the other. It is understood and agreed that the only relationship between the parties is that of independent contractors as licensor and licensee.

LIMITATION OF LIABILITY: The entire and exclusive liability for breach of this limited warranty shall be limited to replacement of the defective FinderBinder®, or part thereof. In no event will the Rita Sanders Advertising and Public Relations Agency Inc., be liable to the Client or third parties for any damages whatsoever, including loss of profits or other incidental damages arising out of the use or inability of use of the FinderBinder®, or responsible for reconstruction of any non-FinderBinder® database files or software.

TERMINATION: On expiration of the License Agreement, the proprietary FinderBinder® database will be automatically rendered inoperable at the conclusion of the subscription term of the Internet version. The Rita Sanders Advertising and Public Relations Agency shall have the right to terminate this agreement immediately if Client fails to comply with any of the terms and conditions herein or set forth in the purchase order. Client agrees that upon expiration or earlier termination of this agreement, it will either destroy or permanently erase all copies of FinderBinder®.

RETURN POLICY: FinderBinder® Online is non-refundable.

Your signature below constitutes acceptance of the terms of the Agreement.

FinderBinder®
432 E. Southern Ave.
Tempe, AZ 85282
By: Rita Sanders Advertising
& Public Relations Agency, Inc.
Name: Rita Sanders
Title: President
Date: _____

Company: _____

Contact Person Signature _____

Name _____

Title _____

Email Address _____

Address _____

City _____ State _____ Zip _____

Phone _____

Fax _____ Date _____