



**Addendum No. 1 to
E-Mail List Rental Contract**

This Addendum No. 1 ("Addendum No. 1") to the E-Mail List Rental Contract, dated as of _____ (the "Contract"), between **MARDEV-DM2** and the contractual affiliates and the E-Mail List User named thereon, is entered into as of the date specified below by and between **MARDEV-DM2** and E-Mail List User. Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Contract.

In connection with the deployment of one or more Dispatches to the List(s), E-Mail List User wishes to engage **MARDEV-DM2** to transmit such Dispatch(es) to E-Mail List User's own list of e-mail addresses (the "List User Lists"), and **MARDEV-DM2** is willing to provide such service subject to the terms and conditions of this Addendum No. 1.

1. E-Mail List User shall deliver the List User Lists to **MARDEV-DM2** in **[SPECIFY FORMAT]** no later than **[SPECIFY PERIOD]** prior to the scheduled date of the Dispatch.

2. E-Mail List User will not include in the List User Lists any email addresses of persons who have not Consented (or have revoked their Consent) to receiving email messages of the type, and in the manner, delivered as contemplated by this Addendum No. 1, or the disclosure of such persons' email address as contemplated hereby in furtherance of such delivery. Further, E-Mail List User will immediately notify **MARDEV-DM2** if Consent is revoked by any such addressee prior to deployment of the Dispatch. As used herein:

(a) **"Consent"** means indication of a user's acquiescence to: (a) the addition of his or her email address to a list to receive email messages from E-Mail List User, and (b) the disclosure of his or her email address as contemplated by this Addendum No. 1, which Consent may be provided in the form of an "opt in" or, with respect to persons with whom E-Mail List User has a pre-existing relationship (e.g., subscribers, website registrants, persons who have opted in to receiving other product(s), service(s) or offer(s)), "opt out," each as described more fully below, and in each case where an accompanying statement indicates that the relevant action/failure to act, will signify the user's consent to have his or her email address added to list(s) and/or disclosed in order to receive email messages from E-Mail List User.

(b) **"Opt in"** means a mechanism by which indication of Consent by a person requires an affirmative act by that person. By way of example, and not meant to be exhaustive, the following constitute "opt in" means of providing Consent: (i) Checking an unchecked box, where the accompanying text is to the effect of "I wish to receive..."; (ii) Unchecking a checked box, where the accompanying text is to the effect of "I do not wish to receive..."; (iii) Clicking a "submit" button; and (iv) Sending any communication in any format (e-mail, postal mail, telephone, website posting, etc.) that provides Consent.

(c) **"Opt out"** means a mechanism by which indication of Consent by a person is communicated by a failure of such person to take an affirmative action. By way of example, and not meant to be exhaustive, the following constitute "opt out" means of providing Consent: (i) Not checking an unchecked box, where the accompanying text is to the effect of "I do not wish to receive..."; (ii) Not un-checking a checked box, where the accompanying text is to the effect of "I wish to receive..." (iii) Failing to submit, within a specified period of time, a request not to be added to a list.

3. E-Mail List User shall indemnify, defend and hold harmless **MARDEV-DM2** and DoubleClick, Inc, it's third party service provider, from and against any claim brought by a third party based upon or relating to the delivery of a Dispatch to an email address, or disclosure of any e-mail address in furtherance of such Dispatch as contemplated hereby, without Consent.

4. In consideration of the services provided by **MARDEV-DM2** under this Addendum No. 1, E-Mail List User shall pay the following fees, which fees are in addition to, and not in lieu of, those specified in the Contract.

5. All terms and conditions of the Contract, other than those regarding the license grant and reservation of rights in and to the Lists, shall apply to this Addendum No. 1.

E-Mail List User Company Name: _____

Authorized Representative Name: _____ Title: _____

Date: _____ Signature: _____

Accepted by **MARDEV-DM2**:

Signature: _____

Name: _____

Date: _____

Initial Order Number: _____