

# IAITAM Publishing, LLC

## INFORMATION—Shipping Address (Shipments will not be made to a PO Box)

IAITAM Member # (if applicable) \_\_\_\_\_

NAME (Last) _____ (First) _____		Job Title _____	
Company _____	Department _____	Phone _____	Fax _____
Address _____		Email _____	
City _____	State _____	Zip Code _____	Country _____

# IAITAM Best Practice Order Form

### VOLUME

- 1: **BP<sup>2</sup>**
- 2: **PROGRAM MANAGEMENT**
- 3: **POLICY MANAGEMENT**
- 4: **COMMUNICATION AND EDUCATION**
- 5: **PROJECT MANAGEMENT**
- 6: **DOCUMENTATION MANAGEMENT**
- 7: **FINANCIAL MANAGEMENT**
- 8: **COMPLIANCE AND LEGISLATION**
- 9: **VENDOR MANAGEMENT**
- 10: **ACQUISITION**
- 11: **ASSET IDENTIFICATION**
- 12: **DISPOSAL MANAGEMENT**

Product — Prices Through 01/31/09	Fee (USD)	Number of Copies	Total Price
IAITAM Best Practice Library ("IBPL")	\$3,500		
Employee Awareness Program	\$347		
Virtual IBPL Advanced Training Course (Check course(s) selected and indicate course by writing VAT on the line next to the title.)	\$497		
IBPL Individual Volume (Please check volume(s) selected)	\$347		
<input type="checkbox"/> IAITAM Best Practice BluePrint ("BP <sup>2</sup> ") _____ <input type="checkbox"/> Documentation Management _____ <input type="checkbox"/> Acquisition _____ <input type="checkbox"/> Financial Management _____ <input type="checkbox"/> Asset Identification _____ <input type="checkbox"/> Policy Management _____ <input type="checkbox"/> Communication & Education _____ <input type="checkbox"/> Project Management _____ <input type="checkbox"/> Compliance and Legislation _____ <input type="checkbox"/> Vendor Management _____ <input type="checkbox"/> Disposal Management _____			

*\*Program Management can only be purchased in conjunction with the IAITAM Best Practice Library*

### PAYMENT METHOD

Purchase Order  MASTERCARD  VISA  AMEX  DISCOVER

Check (make payable to IAITAM Publishing, LLC.)

Money Order (make payable to IAITAM Publishing, LLC.)

PO # \_\_\_\_\_ Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Check # \_\_\_\_\_ Cardholder Name \_\_\_\_\_  
 \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

### BILLING ADDRESS (if different than shipping address above)

Street address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
 Street address 2 \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_

### PLEASE READ

1. Please be sure you understand ALL terms listed under "Terms of Use Agreement" attached.
2. Incomplete forms might cause a delay in product shipment.
3. All orders must be paid in full on or before 01/31/09. This pricing offer cannot be combined with any other IAITAM special offer.

Marketed by:



IAITAM Publishing, LLC

1137 State Route 43  
Suffield, Ohio 44260 USA  
Phone: +1-866-9IAITAM  
Fax: +1-330-628-3289  
E-mail: info@iaitam.org  
www.iaitam.org

**IAITAM PUBLISHING, LLC  
TERMS OF USE AGREEMENT**

**BY DOWNLOADING, ACCESSING OR USING ANY PART OF THE LICENSED PRODUCTS, AS HEREINAFTER DEFINED, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT DOWNLOAD, ACCESS OR USE ANY PART OF THE LICENSED PRODUCTS.**

The IAITAM Publishing, LLC Terms of Use Agreement (the "Agreement") is made and entered into by and between IAITAM Publishing, LLC ("IPLLC") and any person, individually or on behalf of another person or any enterprise, corporation or company (collectively hereinafter referred to as "User" "You" or "Your") who completes the purchase process to access, download, open and use the Licensed Products in accordance with the terms and conditions hereof.

1. Definitions

- a. **Best Practices BluePrint ("BP BluePrint")** shall mean the synopsis summarizing the twelve (12) volumes comprising the IAITAM Best Practices Library ("IBPL") provided hereunder for Your use in accordance with the terms and conditions hereof to assist You in understanding how to develop, implement and manage an Information Technology Asset Management Program.
- b. **Employee Awareness Program ("EAP")** shall mean those components, incorporated herein by reference (the "EAP Components") provided hereunder for Your use in accordance with the terms and conditions hereof to educate employees on the proper and legal use of Your information technology assets.
- c. **EAP Components** shall mean all materials including but not limited to whitepapers, training materials, posters, samples, forms and any derivatives thereof.
- d. **IBPL** shall mean the IAITAM Best Practices Library comprised of the twelve (12) volumes including the Best Practices BluePrint incorporated herein by reference (the "IBPL Components") as same may be modified and amended from time to time and any derivatives thereof provided hereunder for Your use in accordance with the terms and conditions hereof to assist You in developing, implementing and managing an Information Technology Asset Management Program.
- e. **IBPL Components** shall mean the twelve (12) volumes including the BP BluePrint as same may be modified and amended from time to time, and any derivatives thereof.
- f. **IPLLC** shall mean IAITAM Publishing, LLC, an Ohio limited liability company.
- g. **IPLLC Presentations** shall mean knowledge-based ITAM training events and functions produced, hosted and broadcast by IPLLC.
- h. **IPLLC White Papers** shall mean ITAM research papers, opinions, thesis, etc. written, published and distributed by IPLLC.
- i. **IT** shall mean information technology.
- j. **ITAM** shall mean IT Asset Management.
- k. **Licensed Products** shall mean EAP, IBPL, IBPL Components, BP BluePrint, IPLLC Presentations and IPLLC White Papers
- l. **User, You or Your** shall mean any person accepting the terms and conditions of this Agreement either individually or on behalf of another person or any enterprise, corporation or company.
- m. **Virtual Training** shall mean the electronic format and distribution of instructor led training.
- n. **Virtual Training Components** shall mean all training materials including, but not limited to, textbooks, workbooks, presentations, video, audio or any combination thereof included in the Virtual Training Product.

2. License

- a. **Grant of License** IPLLC grants You a perpetual, non-exclusive and non-transferable license to use the Licensed Products for Your internal purposes only as such purposes relate to Your IT Asset Management Program. Any rights not granted to You hereunder shall remain the exclusive property of IPLLC.
- b. **Permitted Uses – IBPL, IBPL Components and BP BluePrint**
  - 1. For purposes of developing, implementing and managing Your ITAM Program exclusively, You shall have the right, through the services of Your own employees, to customize the IBPL, IBPL

Components and BP BluePrint to fit Your needs (the "User's Customized IBPL Components"). You shall be the owner of the User's Customized IBPL Components; provided, however, IPLLC shall retain ownership of the underlying IBPL Components, and You shall have no interest in such underlying IBPL Components.

2. You shall be permitted to make copies of the BP BluePrint Components and the User's Customized IBPL Components as is reasonably necessary to implement Your ITAM Program.

c. *Permitted Uses - EAP*

1. For purposes of educating Your employees on the legal, proper and appropriate use of Your IT assets, You shall have the right, through the services of Your own employees, to customize the EAP Components to fit Your needs (the "User's Customized EAP Components"). You shall be the owner of the User's Customized EAP Components; provided, however, IPLLC shall retain ownership of the underlying EAP Components, and You shall have no interest in such underlying EAP Components.
2. You shall be permitted to make copies of the EAP Components and the User's Customized EAP Components as is reasonably necessary to educate Your employees.

d. *Permitted Uses – IPLLC Virtual Training and IPLLC Virtual Training Components*

1. For purposes of Your own education and becoming more knowledgeable about IT and ITAM, You shall have the right to download, view and listen to the IPLLC Virtual Training on Your own computer.
2. IPLLC grants You, the individual named at the time of purchase, a perpetual, non-exclusive and non-transferable license to use the Virtual Training Products for Your internal purposes only as such purposes relate to Your IT assets. Any rights not granted to You hereunder shall remain the exclusive property of IPLLC.

e. *Permitted Uses – IPLLC White Papers*

1. For purposes of educating Yourself and becoming more knowledgeable about IT and ITAM, You shall have the right to download, print and read the IPLLC White Papers.
2. For purposes of educating and training Your employees and helping them to become more knowledgeable about IT and ITAM, You shall have the right to download, print, copy and distribute the IPLLC White Papers to Your employees.

f. *Restricted Uses For All Licensed Products*

1. You shall not permit any parent company, subsidiaries, affiliated entities or third parties to use the Licensed Products, any components thereof, any components thereof customized by You or any derivatives of the Licensed Products and their respective components.
2. Except as otherwise permitted pursuant to Sections 2.a. through 2.e. hereinabove, You shall not permit any copying, distribution, rent, lease or sublicensing of all or any part of the Licensed Products, any components thereof, any components thereof customized by You or any derivatives of the Licensed Products and their respective components.
3. Except as otherwise permitted pursuant to Sections 2.a. through 2.e. hereinabove, You shall not be permitted to modify, amend, alter or change in any way the Licensed Products or any components thereof, nor may You prepare derivative works of the Licensed Products and their respective components.
4. You shall not be permitted to use the Licensed Products, any components thereof, any components thereof customized by You or any derivatives of the Licensed Products and their respective components in a consulting-oriented business.
5. Except as otherwise permitted pursuant to Sections 2.a. through 2.e. hereinabove, You shall not be permitted to transmit or share the Licensed Products, any components thereof, any components thereof customized by You or any derivatives of the Licensed Products and their respective components with others outside of Your organization through any means, including but not limited to, over a network, by telephone or electronically.
6. You may not remove any notice of copyright, trademark or other proprietary right from any place where it appears on or in the Licensed Products, any components thereof or any derivatives of the

Licensed Products and their respective components.

- g. *Permitted Assignments* Except in the case where You are acquired by another entity by merger, acquisition or operation of law, You may not transfer the Licensed Products, any components thereof, any components thereof customized by You or any derivatives of the Licensed Products and their respective components. In the event of a change of ownership of the company by merger, acquisition or by operation of law, You may transfer the Licensed Products, any components thereof, any components thereof customized by You and any derivatives of the Licensed Products and their respective components to the surviving entity by providing written notice of such transfer and assignment to IPLLC within thirty (30) days of the merger or acquisition in accordance with Section 10.a. herein below.

3. Enhancements to the Licensed Products

Any enhancements to the Licensed Products and their respective components may be purchased separately.

4. Fees

You agree to pay IPLLC the fees currently in effect on the day of your acquisition prior to accessing, downloading, using or installing the Licensed Products and any components thereof.

5. Disclaimer of Warranty

- a. **THE LICENSED PRODUCTS, ANY COMPONENTS THEREOF AND ANY DERIVATIVES OF THE LICENSED PRODUCTS AND THEIR RESPECTIVE COMPONENTS ARE FURNISHED "AS IS" AND ALL WARRANTIES ARE SPECIFICALLY EXCLUDED, WHETHER EXPRESS OR IMPLIED, AND INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WITHOUT WARRANTY AS TO THE RESULTS YOU MAY OR MAY NOT OBTAIN BY IMPLEMENTING AND UTILIZING THE LICENSED PRODUCTS, ANY COMPONENTS THEREOF AND ANY DERIVATIVES OF THE LICENSED PRODUCTS AND THEIR RESPECTIVE COMPONENTS. BY ACCESSING, DOWNLOADING, INSTALLING AND USING THE LICENSED PRODUCTS, ANY COMPONENTS THEREOF AND ANY DERIVATIVES OF THE LICENSED PRODUCTS AND THEIR RESPECTIVE COMPONENTS, YOU EXPRESSLY ASSUME THE RISK AS TO THE RESULTS ACHIEVED BY IMPLEMENTING AND UTILIZING ANY OF THE LICENSED PRODUCTS, ANY COMPONENTS THEREOF AND ANY DERIVATIVES OF THE LICENSED PRODUCTS AND THEIR RESPECTIVE COMPONENTS. UNDER NO CIRCUMSTANCES SHALL IPLLC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE LICENSED PRODUCTS, ANY COMPONENTS THEREOF AND ANY DERIVATIVES OF THE LICENSED PRODUCTS AND THEIR RESPECTIVE COMPONENTS. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 9 AND DISCONTINUE USE OF THE LICENSED PRODUCTS, ANY COMPONENTS THEREOF AND ANY DERIVATIVES OF THE LICENSED PRODUCTS AND THEIR RESPECTIVE COMPONENTS.**
- b. Under no circumstances shall IPLLC be liable for any loss or damage caused by any delay in furnishing the Licensed Products, any components thereof or any derivatives of the Licensed Products and their respective components or any other obligation of IPLLC under this Agreement.
- c. Under no circumstance shall IPLLC be liable for any harm caused to Your IT environment by the accessing, downloading, installing or use of the Licensed Products, any components thereof or any derivatives of the Licensed Products and their respective components.
- d. IPLLC shall not be liable for any action, cause, claim, damage, debt, demand, liability or loss of business, including reasonable costs and attorneys' fees, based on Your use of the Licensed Products, any components thereof or any derivatives of the Licensed Products and their respective components.

6. Confidentiality and Proprietary Information; Non-Disclosure

- a. Confidential and Proprietary Information. Confidential and Proprietary Information shall include the Licensed Products, any components thereof and any derivatives of the Licensed Products and their respective components, any and all updates to the Licensed Products and any and all other information furnished by IPLLC to You, whether by a member, director, officer, employee, agent or representative of IPLLC, in whatever format and whether or not marked as "Confidential", except information which (i) was or becomes generally available to the public other than as a result of disclosure by You or Your shareholders, members, directors, officers, employees, agents or advisors, (ii) was available to You prior to it being furnished to You, or (iii) becomes available to You from a source other than IPLLC subsequent to it being furnished to You by or on behalf of IPLLC; provided, however, that in the case of (ii) and (iii) above, the source of such information was not bound by a confidentiality agreement with IPLLC regarding the same.
- b. Non-Disclosure of Confidential and Proprietary Information. You agree that the Confidential and Proprietary

Information of IPLLC will be used solely for the purpose of enhancing Your use and management of Your IT assets and ITAM program, and further agree that the Confidential and Proprietary Information will be kept confidential by You and Your shareholders, members, directors, officers, employees, agents and representatives (collectively, the "Representatives") who need to know the Confidential and Proprietary information strictly for the purpose of enhancing Your use and management of Your IT assets and ITAM program (it being understood that the Representatives shall be informed of the confidential nature of the Confidential and Proprietary Information, shall be directed to treat the Confidential and Proprietary Information confidentially and not to use it other than in connection with the purposes defined herein, and shall have consented to do so). In any event, You shall be responsible for any improper use of any of IPLLC's Confidential and Proprietary Information by Your Representatives. Furthermore, You agree that You shall not use the Confidential and Proprietary Information of IPLLC for Your own benefit or for the benefit of others other than as provided herein.

7. Your Representations and Warranties

You represent and warrant to IPLLC that:

- a. You are over the age of eighteen (18);
- b. You have the power and authority to enter into this Agreement and perform Your obligations under this Agreement;
- c. You shall comply with all of the terms and conditions of this Agreement; and
- d. You have provided accurate and complete registration information, including, without limitation, Your legal name, Your job title, Your email address and the legal name of Your company, its address and its telephone number.

8. Indemnification

You agree to indemnify, hold harmless and defend IPLLC, its members, directors, officers, employees, agents, representatives and affiliates from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys' fees, asserted by any person or entity, arising out of or relating to this Agreement or Your use of the Licensed Products, any components thereof or any derivatives of the Licensed Products and their respective components.

9. Termination

This Agreement is effective until terminated by You or IPLLC or in the event You (i) terminate or suspend Your business operations, (ii) become subject to any bankruptcy or insolvency proceeding under Federal or state law; (iii) become insolvent or become subject to direct control by a trustee, receiver or similar authority; or (iv) have wound up or liquidated, voluntarily or otherwise, your business operations. IPLLC may terminate this Agreement immediately if You breach any term or condition of this Agreement. You may terminate this Agreement at any time by destroying the Licensed Products, any components thereof, any derivatives of the Licensed Products and their respective components and the media it was delivered to You in, including all hard copy and electronic formats and any customized components of the Licensed Products created by You, and erasing all copies of the Licensed Products, any components thereof, any derivatives of the Licensed Products and their respective components and any customized components of the Licensed Products residing anywhere in Your IT environment and providing a certificate from an officer of Your company attesting to the termination of the license permitted herein; the effective date of such termination; the destruction of the Licensed Products, any components thereof, any derivatives of the Licensed Products and their respective components, any customized components of the Licensed Products created by You, and the media, electronic or otherwise, on which the Licensed Products and their respective components were provided to You; and the date of such destruction.

10. General Provisions

- a. All notices, consents and other communications required or permitted under this Agreement shall be in writing and either delivered personally, sent by registered or certified mail, postage pre-paid, transmitted by facsimile transmission, or sent by overnight courier to the following address or such other address as IPLLC may specify in accordance with this Section 10. a. Any such notice mailed in accordance with this Section 10.a. shall be deemed given when so delivered personally or sent by facsimile transmission, or if sent by overnight delivery or certified mail, return receipt requested, upon first attempted delivery.

IAITAM Publishing, LLC  
Attn: Legal Department  
1137 State Route 43  
Suffield, Ohio 44260  
Facsimile: 330.628.3289

- b. Binding; Nonassignability. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, but otherwise is not intended to confer rights or remedies upon any person other than the parties hereto. You shall not pledge, mortgage, assign, license or otherwise transfer or dispose of, including by operation of law, in whole or in part, any of the rights and benefits conferred upon You pursuant to this Agreement, except as expressly permitted in this Agreement or as may be consented to in writing by IPLLC.
- c. Injunctive Relief. You acknowledge and agree that any breach of the covenants contained in Sections 2 and 6 may result in material and irreparable harm to IPLLC. You, therefore, agree that IPLLC has the right to seek an injunction or other equitable relief to enforce this Agreement and any of its provisions, without prejudice to any other rights and remedies it may have.
- d. Severability. If any term or provision of this Agreement, or any portion of such term or provision or the application of such term or provision to any circumstance is finally determined by binding arbitration or by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such term, provision or portion of such term or provision shall be ineffective to the extent of such determination, without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, which remaining terms and provisions shall be construed to preserve to the maximum extent possible the intent and purposes of this Agreement. Any such invalidity or unenforceability in any jurisdiction shall not invalidate or render invalid or unenforceable such term or provision or any portion of such term or provision in any other jurisdiction.
- e. Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Ohio as if fully performed therein and without reference to its conflict of laws principles. All actions to enforce any right under this Agreement must be brought in Cuyahoga County, Ohio, or the United States District Court for the Northern District of Ohio, as their respective jurisdictions may lie, and You consent to personal jurisdiction and venue in these courts for any such actions. You waive any right you may have to demand a jury trial in any action between them.
- f. Jurisdiction. **THE PARTIES HERETO IRREVOCABLY CONSENT TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT FOR CUYAHOGA COUNTY, OHIO FOR ALL DISPUTES RELATIVE TO THE CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT AND FURTHER CONSENT THAT ANY PROCESS, NOTICE, MOTION OR OTHER APPLICATION TO EITHER SUCH COURT OR JUDGE THEREOF MAY BE SERVED OUTSIDE THE STATE IN WHICH THE COURT IS LOCATED BY REGISTERED OR CERTIFIED MAIL OR BY PERSONAL SERVICE, PROVIDED THAT A REASONABLE TIME FOR APPEARANCE IS ALLOWED; PROVIDED, HOWEVER, THAT IF FEDERAL LAW APPLIES, THE FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO SHALL HAVE SUCH JURISDICTION.**
- g. Amendments. No change to this Agreement shall be valid unless in a writing signed by IPLLC which refers specifically to this Agreement and states its intention to change it.
- h. Force Majeure. To the extent that IPLLC is not able to perform an obligation under this Agreement due to fire, flood, strike or other labor interruption, terrorism, war, riot, an act of God, an act of government, insurrection, civil disturbance or other cause beyond its reasonable control, IPLLC shall not be liable for failing to perform that obligation except that this Section 10.h. may not excuse You from the obligation to pay money to IPLLC that is owed for the Licensed Products in accordance with this Agreement.
- i. Third Party Beneficiaries. This Agreement is not intended, nor shall it be deemed or construed, to create or confer any rights, including, by way of example but not limitation, third party beneficiary rights, to any person or entity other than the parties.
- j. No Waiver. IPLLC may waive any of its rights under this Agreement by an appropriate writing that specifically refers to the contractual right being waived, but a failure by IPLLC to enforce a right, including without limitation, a right arising as a result of a breach of this Agreement, or to insist upon performance of an obligation arising from this Agreement, shall not be construed as a waiver of any of its rights, nor shall it affect the validity of this Agreement or any part of it, and or prejudice IPLLC's rights regarding any subsequent action.
- k. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all communications, representations and arrangements, whether written or oral (whether given or made before or after the date hereof). No representations, statements or agreements were made or relied upon by either party, other than those expressly written in this Agreement.