

## 2004 Mailing List Rental Agreement

AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between THE ENDOCRINE SOCIETY, a non-profit medical association, with offices at 8401 Connecticut Avenue, Suite 900, Chevy Chase, MD 20815-5817

and \_\_\_\_\_,

a \_\_\_\_\_,

with offices at \_\_\_\_\_

("Licensee").

### 1. License.

- a. The Endocrine Society provides for rental names/mailling labels of its members, associates, meeting attendees, product purchasers, and subscribers to Society journals. Under no circumstances, however, will the Society provide email addresses, telephone numbers, or facsimile numbers of the same other than in pursuit of business interests of the Society or its agents.
- b. **Regulations.** The Endocrine Society reserves the right to refuse any Label rental or Mailing List Information request for any reason without explanation. The Society's policy requires that the intended purpose is for the promotion of scientific or medical products or services or to support the development of the profession and that it does not adversely affect the individual interest of members.
- c. **Grant.** Subject to terms and conditions contained herein, The Endocrine Society hereby grants to Licensee the right to use the Labels and the Mailing List Information strictly for Licensee's Stated Purpose *one time and for no other purpose*. Such use will be completed within one and a half months of the date first written above.
- d. **Satisfactory Materials.** Licensee shall provide to The Endocrine Society copies of all materials to be mailed with the Labels for approval prior to such mailing and shall not use the Labels or any of the Mailing List Information in any way unless such materials are deemed satisfactory by The Endocrine Society.
- e. **Copy Restrictions.** Licensee shall not make, or permit others to make, copies or reproductions of the Labels or any of the Mailing List Information, in any form, in whole or in part, whether or not Licensee is compensated therefore, including, but not limited to, reproducing or storing any of the Mailing List Information, in any form, in whole or in part, in an electronic or computer data base. The Endocrine Society will enforce these restrictions.

### 2. License Fee.

- a. For use of the Labels and Mailing List Information as authorized herein, Licensee shall pay to The Endocrine Society a license fee of \$225 per thousand and any other fees which may apply; unless otherwise agreed upon by both parties, with a minimum order of \$225 plus running fee upon execution of this Agreement (hereinafter "License Fee").
- b. For use of the Labels and Mailing List Information on disk, as authorized herein, Licensee shall pay to The Endocrine Society an additional non-refundable fee of \$100.00 per disk; unless otherwise agreed upon by both parties (hereinafter "License Fee").

### 3. Title, Confidentiality and Indemnification.

- a. The Endocrine Society shall at all times retain all rights, title and interest in and to the Labels and Mailing List Information, except for the license rights expressly granted to Licensee in Paragraph 1 herein.
- b. Licensee acknowledges that the Labels contain confidential and proprietary Mailing List Information (hereinafter the "Confidential Information") owned by The Endocrine Society. Licensee, including its employees, shall not disclose, make

available, provide copies or summaries, in any form, in whole or in part, or commit any act or omission that would impair or depreciate the confidential nature or value of the Confidential Information.

- c. In addition to any other remedies herein provided to The Endocrine Society, Licensee shall be responsible and liable to The Endocrine Society for any and all loss, cost or damage, including attorney's fees and costs, which The Endocrine Society incurs as a result of any use, access or disclosure or any Confidential Information by Licensee or any of the Licensee's employees in any manner which is not expressly permitted by the provisions of the Agreement.
- d. Licensee shall indemnify and hold The Endocrine Society harmless from any and all claims, actions, suits, or proceedings or other disputes which relate directly or indirectly to (1) Licensee's use of the Labels and/or the Mailing List Information for any other than the Licensee's Stated Purpose; (2) Licensee's use in any manner not specifically licensed herein; or (3) the nature or content of Licensee's materials. Licensee shall pay all damages, expenses and costs (including reasonable attorneys' fees) which result therefrom.
- e. Upon completion of the mailing provided for in Paragraph 1 (c) herein, Licensee shall promptly return to The Endocrine Society or destroy all remaining Labels and Mailing List Information.

**4. Miscellaneous.**

- a. The provisions of this Agreement shall be severable, and if any provision of the Agreement shall be declared invalid, the other provisions shall continue in full force and effect without regard to the invalidity of such provision.
- b. It is expressly understood that in the event The Endocrine Society shall, on any occasion, fail to enforce any provision of this Agreement, such failure cannot be deemed a waiver of The Endocrine Society's rights to enforce such rights at any later time, and such failure shall not prevent enforcement of any of The Endocrine Society's other rights on any other occasion.
- c. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels any and all previous written or oral understandings and agreements in respect of such subject matter. This Agreement may not be modified in any manner except by a written instrument signed by all parties hereto.
- d. This Agreement shall be governed by the laws of the State of Maryland.
- e. Headings to the Paragraphs contained herein are for identification purposes only and are not to be construed in interpreting this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**THE ENDOCRINE SOCIETY**

**LICENSEE**

By: \_\_\_\_\_  
(Please Print)

By: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_