



## DATA LICENSING AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the American Society of Hematology (hereafter referred to as “ASH”) and \_\_\_\_\_ (hereafter referred to as “User”) and serves to provide the User with a limited, non-exclusive, non-transferable, revocable license from ASH allowing the use the ASH membership and/or registration data records identified in Exhibit A hereto (hereafter referred to as “Product”) in accordance the terms and conditions hereof and for the limited purpose identified herein.

**WHEREAS**, ASH is the owner of the Product specified in Exhibit A hereto and holds the right to license and distribute the Product; and

**WHEREAS**, the User desires a license to use the Product in accordance with the terms and conditions and for the limited purposes set forth herein; and

**WHEREAS**, ASH desires to grant to User a limited license to use the Product for the business activity specified herein and for no other purpose whatsoever;

**NOW, THEREFORE**, in consideration of mutual promises set forth herein, the value and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ***I. LICENSED USE***

#### **A. Permitted Uses By The User:**

1) ASH hereby grants to User a limited, non-exclusive, non-transferable, revocable license to use the Product specifically and exclusively for the one time distribution of the approved mailing piece identified in Exhibit B hereto, which distribution shall commence no earlier than August 22, 2012 (the “Commencement Date”) and shall cease no later than November 19, 2012 (the “Expiration Date”). No other uses of the Product are permitted under this Agreement.

2) User acknowledges that the Product includes data and information that are unique, confidential, unpublished, and the exclusive property of ASH, and that this Agreement conveys no property rights or other interest in the Product to the User beyond the limited license set forth herein.

3) User may not transfer the Product, or any information taken or derived from the Product, to any third party without the prior written consent of ASH.

4) ASH shall provide the Product to User within five business days of execution of this Agreement and User’s payment of any license fees provided for in Section IV below. ASH shall provide the Product in a format to be agreed upon by ASH and the User.

However, User shall not distribute any mailing pieces using the Product prior to the Commencement Date identified in Section A.1 above.

**B. Reserved Rights:**

Subject only to the limited license granted to User herein, ASH shall retain all rights, title and interest in the Product, and any and all derivative works, including the right to license the Product covered by this license to other users.

***II. LIMITATION OF LIABILITY/INDEMNIFICATION***

**A. No Warranty**

1) The Product is provided "AS IS" without warranty of any kind. ASH makes no warranty as to completeness or accuracy of any information contained within the Product, and User hereby releases ASH from any and all liability for inaccurate or incomplete information contained within the Product. Likewise, ASH makes no warranty of merchantability, use, or fitness for a particular purpose with respect to the Product.

2) ASH disclaims responsibility for any consequences attributable to or related to any use, non-use, inability to use or interpretation of information contained in or not contained in the Product. In no event will ASH be liable for any damages, including lost profits or other incidental or consequential damages, arising out of the use, non-use or interpretation of or inability to use the Product even if ASH has been advised of the possibility of such damages.

**B. Limitation of Liability**

ASH shall not be liable for any lost profits, lost savings, consequential damages or any other damages alleged to arise out of User's activities with respect to the Product. User assumes all risk of loss or damage, of any type whatsoever, arising out of its use of the Product pursuant to the limited license granted hereunder.

**C. Indemnification**

User agrees that it is solely responsible for its use of the Product under the terms of this limited license. User agrees that it shall indemnify and hold harmless ASH and its officers, directors, employees (collectively, the "Indemnified Parties") from any and all claims arising out of or relating to User's use of the Product pursuant to the limited license granted under this Agreement.

***III. TERM***

The limited license granted to User under this Agreement shall expire at midnight on the date identified above as the Expiration Date. Upon expiration of the license, User shall immediately cease all use of the Product, and shall delete the Product from its files.

#### **IV. FEES**

ASH shall determine the amount of the license fees to be paid by User and shall set forth the amount of such fees in Exhibit C hereto. Payment of license fees shall be made before ASH provides the Product to User, unless otherwise specified in Exhibit C.

#### **V. DISPUTES**

This Agreement shall be governed by the internal laws of the District of Columbia without regard to choice of law principles. The courts of the District of Columbia shall have exclusive jurisdiction over any action arising hereunder or related to the subject matter hereof, and the parties hereto agree to submit to the jurisdiction of the courts of the District of Columbia. User acknowledges that unauthorized use of the Product in breach of this Agreement may cause damage to ASH's property rights in the Product and that the damages arising from certain unauthorized uses may be difficult to quantify. Consequently, User agrees that ASH may seek immediate injunctive relief to protect against and/or to remedy in part any unauthorized use of the Product.

**VI. ENTIRE AGREEMENT**

This agreement is subject to the terms and conditions set forth above. This instrument and the exhibits hereto contain the entire agreement between the parties with respect to the Product and the limited license being granted to User. No statements, promises, or inducements by either party or any agent of either party shall be valid or binding unless set forth in writing within this Agreement.

In witness whereof, this agreement is executed on the date set forth under the party's names.

**LICENSEE**

**Company/Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

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

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

**AUTHORIZATION**

**Approved by:** \_\_\_\_\_

**Matthew Gertzog, CAE  
Deputy Executive Director**

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

EXHIBIT A -- Description of the Product

EXHIBIT B -- User's Approved Mailing Piece

EXHIBIT C -- License Fees (Mailing List Request Form)

## **Exhibit A – Description of Product**

ASH is offering an exclusive marketing opportunity for Friday Satellite organizers to reach our attendees of the 2012 ASH Annual Meeting by ordering ASH mailing lists.

### **List Composition Options:** (email addresses are not included)

- 2011 ASH Annual Meeting Attendee Registration - approximately 17,000 names
- Current ASH Membership List - approximately 15,000 names
- 2012 ASH Annual Meeting Advance Attendee Registration - approximately 5,000 names

### **Costs:**

- ASH is offering the first 2011 final attendee list *at no charge* for FSS supporters (\$1,300 for additional requests).
- The ASH membership list is \$2,500.
- The 2012 advance registration list is \$1,000.

### **Format:**

- Excel spreadsheet only
- Requester is responsible for sorting the list for mailing purposes (example: sort by state, name, zip code)