List Rental Agreement

The Endocrine Society and Customer, in consideration of the mutual promises set forth below, agree as follows:

1. The customer agrees to pay $_________________ (total from List Rental Order Form) and to adhere to the following provisions concerning the use of names and addresses (hereinafter “the List”) furnished via an email list, which the undersigned obtains from the Endocrine Society.

   1. The customer desires to rent the List and agrees that the List is owned by the Endocrine Society, that the undersigned has no right or interest in that property, and that the List represents unique, confidential and unpublished data of the Endocrine Society.

   2. The customer agrees to the following:
      A. that the List provided will be for a non-exclusive one-time use only;
      B. that the List will be used only for the specific mailing for which it was ordered and for which the Endocrine Society approval has been obtained and for no other purpose (decoy names have been inserted into the List to detect unauthorized usage);
      C. that all material to be used in conjunction with the List (printed material, literature, advertising material, etc.) must be submitted to, and approved by, the Endocrine Society prior to the use of the List;
      D. that the List will not be copied or reproduced nor will the Endocrine Society or the undersigned permit, intentionally or unintentionally, the reproduction or copying of the List for use unauthorized or otherwise, by the undersigned or any third party;
      E. that the List will not be used to facilitate any form of email, telephone, or faxed contact; and
      F. that the undersigned will adhere to the Endocrine Society’s policies governing pre-registration list use, which is attached and made part of this agreement.

2. Any violation of this agreement by the undersigned shall result in the immediate termination of this agreement by the Endocrine Society and any further use of the List.

3. This agreement shall be binding upon the undersigned, its principles and its agencies, agents, licensees, subcontractors, affiliates, associates and assignees.

4. The Endocrine Society shall have no liability to customer for its use of the List.

Dated: ____________________  By: _____________________

(Endocrine Society)

Dated: ____________________  By: _____________________

(Customer)

Customer Name: ____________________  Company Name: ____________________

Return one signed copy and retain second copy with attachments for your file.