



The Aesthetic Society Mailing List Rental Agreement

Thank you for your interest in The Aesthetic Society's Mailing List Rental. This signed Agreement must be returned with payment prior to the release of the list.

Agreement

PLEASE READ THE AGREEMENT ("Agreement") CAREFULLY BEFORE SIGNING.

The Aesthetic Society Mailing List ("List") is the property of The American Society for Aesthetic Plastic Surgery, Inc. (The Aesthetic Society), and you are licensed ("Licensee") to use the list pursuant to the Terms and Conditions of this Agreement for the mailing of (PDF copy of mailer attached) within 90 days. If you are a representative of a business or corporation, you understand that you are signing this Agreement on behalf of the business or corporation and that all provisions of this Agreement apply to that business or corporation.

I. SCOPE OF SINGLE USE LICENSE

The Aesthetic Society grants a limited, **single use, non-exclusive, non-transferable** License to use the List for the sole purpose as submitted to The Aesthetic Society by the Licensee. Any change in the use of the List (as described and submitted to The Aesthetic Society), requires prior written approval from The Aesthetic Society.

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All information licensed to Licensee pursuant to this Agreement is provided for the exclusive use of the Licensee. Licensee agrees that unauthorized use or conveyance of the List, in part or in whole, infringes on The Aesthetic Society' copyright and trade secrets, is a breach of this Agreement and may cause irreparable harm to The Aesthetic Society.

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Licensee is responsible for safeguarding the List at all times from being used or reproduced in any way contrary to the limited license rights granted herein. Licensee may use competent employees, agents, representatives, vendors, or other service providers to process permitted uses, so long as they are advised of the limitations set forth in this Agreement. Licensee is responsible for compliance by any other parties with this Agreement.

Licensee shall take reasonable steps to protect the List using methods at least equivalent to the steps Licensee takes to protect its own proprietary information, but not less than a reasonable standard, during the Term of this Agreement, and for a period of time until the List is properly destroyed and shall prevent the duplication or disclosure of lists other than as provided by this Agreement. Licensee's use of the List will be conducted in accordance with all applicable laws, regulations, and accepted industry standards. Licensee will not alter, eliminate or otherwise make ineffective the decoys that have been placed in the List by The Aesthetic Society to help detect unauthorized usage.

The Aesthetic Society provides information to Licensee with the express understanding that all communications and actions by the Licensee are their own and the content and method shall comply with all applicable laws and regulations. In the event of a third party dispute, Licensee agrees to indemnify The Aesthetic Society for any costs related to defense or damages, including reasonable attorney fees and court costs.

Provision of a List by The Aesthetic Society does not imply approval or endorsement of products, programs, or services provided by the Licensee. Each list rental is a separate contract between The Aesthetic Society and the Licensee and shall imply no obligation of The Aesthetic Society to enter into future contracts for the use of this List.

III. TERMINATION OF AGREEMENT

Upon termination of this Agreement or use of the list by Licensee, the Licensee shall ensure that all copies of the List are completely destroyed, deleted, and purged from all mediums, including without limitation electronic storage, email, and printed documents. All provisions relating to the protection of The Aesthetic Society's proprietary rights shall survive termination or cancellation of this Agreement.

IV. PENALTY FOR NON-AUTHORIZED USE OR VIOLATIONS OF THIS AGREEMENT

If the Licensee uses the List in a manner that is not in compliance with this Agreement, the Licensee agrees to pay liquidated damages of up to \$5,000 per unauthorized use of the List plus any attorney fees and court costs. The Licensee understands that the The Aesthetic Society may also refuse, at its sole option, to provide the List to the Licensee in the future.

V. WARRANTY

Although The Aesthetic Society uses reasonable efforts to ensure accuracy of the Lists, The Aesthetic Society does not represent or warrant that the information contained in the List is complete or free from error, and hereby expressly disclaims any liability to any person for any loss or damage (including but not limited to postage, returned mail fees, etc.) caused by errors or omissions in the List, whether such errors or omissions result from negligence, accident, or any other cause.

VI. TECHNICAL SUPPORT

The Aesthetic Society does not provide technical support for the use of the List.

VII. CONSTRUCTION, VENUES

This agreement shall be governed by, construed and interpreted according to laws of the State of California as if executed and fully performed in that State and exclusive jurisdiction of all disputes hereunder shall lie in the courts of the State of California. The parties hereby submit to the jurisdiction of those courts only with respect to such disputes.

VIII. EXECUTION OF AGREEMENT

I hereby acknowledge that I have read this Agreement and warrant that I am authorized to sign on behalf of my company or organization. I understand that by signing this agreement, I and/or my company or organization is bound by the terms of this Agreement.

Signature of Authorized Representative

Date

Name (Print)

Title (Print)

Company/Organization (Print)