



AMERICAN ACADEMY OF SLEEP MEDICINE **MAILING LIST MAIL HOUSE AGREEMENT**

Subject to a separate agreement, the AASM has granted _____ (List Renter) a non-exclusive License for the use of the AASM mailing list.

This Agreement is made on the _____ day of _____ in the year _____ between the American Academy of Sleep Medicine (AASM) and _____ (Mail House).
In consideration of the covenants and terms contained herein, the parties hereby agree as follows:

Mail House acknowledges the following:

- The AASM mailing list is confidential, is the sole exclusive property of the AASM, and is protected by United States Copyright, Trade Secret and other laws.
- The AASM does not grant to Mail House or to any other person or organization use of the AASM mailing list to create or update any mailing lists or databases or for any purpose other than that which may be set forth in the separate agreement between the AASM and List Renter.

This agreement is subject to the following conditions:

- Mail House is hereby granted permission to assist List Renter in use of the License granted by the AASM to the List Renter.
- Mail House agrees to use the License and the AASM mailing list only subject to the terms of this Agreement and the AASM agreement with List Renter.
- Mail House agrees not to make, sell, use, re-use, reproduce, make available to others, distribute, disclose, or otherwise utilize the AASM mailing list or information contained therein.
- In the event that Mail House violates any term of this Agreement, Mail House agrees that the AASM shall be entitled to recover costs, damages, and attorney's fees occasioned by actions to enjoin violation of this Agreement and in pursuing damages and any other relief. It is the specific intent of the parties that the court has jurisdiction and authority under this License Agreement to award all available relief including each element of the foregoing.

The parties have executed this Agreement as of the day, month and year first written above.

Signature below indicates complete acceptance of the above conditions and constitutes a contract between the AASM and Mail House.

List Renter Printed Name: _____

List Renter Signature: _____

Mail House Representative Printed Name: _____

Mail House Representative Signature: _____