

# MAILING LIST ORDER FORM AND LICENSE AGREEMENT

**ORDER DEADLINE: November 3, 2017**

**\*\*Must Send Mailing Sample and Payment with this Order Form to be Processed\*\***

## CONTACT INFORMATION (Please Print or Type Clearly)

Booth Number: \_\_\_\_\_ Contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Agency Name (if applicable): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_



### Send Order Form and Sample to:

ASH 2017 Mailing List Order  
c/o SPARGO, Inc.  
11208 Waples Mill Rd., Suite 112  
Fairfax, VA 22030  
Fax: 703-563-2691  
Email: [eileen.mcgill@spargoinc.com](mailto:eileen.mcgill@spargoinc.com)

## MAILING LIST

Check the mailing list you would like to order:

☐ 2016 FINAL POST SHOW REGISTRANT LIST

☐ 2017 PRE-SHOW REGISTRANT LIST

Check version of the list you would like to order (Please select from options below):

	<u>Non-Profit Rate</u>	<u>For-Profit Rate</u>
<input type="checkbox"/> U.S. Names Only	\$1,500	\$3,000
<input type="checkbox"/> International Names Only	\$1,000	\$2,500
<input type="checkbox"/> International and U.S. Names	\$2,000	\$4,000

Total Order Amount: \$ \_\_\_\_\_

- Cancellations subject to a \$50.00 administrative fee and must be submitted in writing to: [eileen.mcgill@spargoinc.com](mailto:eileen.mcgill@spargoinc.com)
- No refunds once the mailing list has been sent.
- Please allow 5-7 business days to receive the list AFTER you receive the official approval of your sample.

## LICENSE AGREEMENT

As an exhibitor you may order a registrant list and benefit from exhibiting at the 2017 American Society of Hematology Annual Meeting. Use of the mailing list is meant to facilitate your company's pre-show marketing efforts. The data will be provided in an Excel file. **This License Agreement allows for the one time use of the list for educational purposes only. A copy of the mailing material must be sent with this completed form for approval (electronic file can be submitted via email). You will be notified in 7-10 days if the mailing material is NOT approved.** The Excel file may not be reproduced or distributed to any other organization, individual or institution without the expressed written consent of SPARGO, Inc. The database includes attendee records only. Exhibitor records are not available for purchase. Records contain name and address information only. **No phone, fax, or email information will be included.** The 2016 final post show list contains approximately 23,000 records with 12,000 U.S. and 11,000 International. The 2017 pre-show list contains approximately 15,000 records with 8,000 U.S. and 7,000 International. This offer is valid to 2017 American Society of Hematology Annual Meeting exhibitors who have no outstanding exhibit invoices only. **Publishers, competing organizations, associations and producers of trade shows, conferences and professional meetings are excluded from this offer.**

(Company Name) \_\_\_\_\_ agrees to abide by ASH rules and regulations outlined on page 2 of this form to ensure that the use of this list is for educational purposes and for a one-time use only. I understand that any violations of these rules and regulations shall subject the company to penalties issued by ASH.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Email address to receive list: \_\_\_\_\_ (REQUIRED)

## PAYMENT INFORMATION

Make checks payable to: ASH

Mail check payment to:

American Society of Hematology - Exhibits  
P.O. Box 37579 • Baltimore, MD 21297-3579

Overnight check payment to:

BB&T  
Attn: Lockbox # (P.O. Box 37579)  
16410 Heritage Blvd., 2<sup>nd</sup> floor • Bowie, MD 20716

### Credit Card Payments:

An invoice will be sent within one business day with instructions to submit credit card payment online.

### Need Help? Contact:

[ashexhibits@spargoinc.com](mailto:ashexhibits@spargoinc.com)  
703-631-6200 | 800-564-4220

**THIS AGREEMENT** is made and entered into by and between the American Society of Hematology (hereafter referred to as “ASH”) and exhibiting company (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 of 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 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. 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. 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.

***IV. 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.