

**ONE-TIME DATA USE AGREEMENT
FOR THE ASSOCIATION FOR HOSPITAL MEDICAL EDUCATION (AHME)
Irwin, PA 15642**

It is expressly agreed that the terms and conditions set forth in this Agreement are applicable to all AHME information and data in any form, including mailing lists, labels and list information, and any and all information or data derived therefrom (all of which is hereinafter called "AHME DB") which are now or may hereafter be ordered from the Association for Hospital Medical Education (hereinafter called "DATABASE OWNER") by the undersigned (hereinafter called "One-Time User").

The One-Time User may use AHME DB for the direct mailing of requests for free publications, other direct mail activities, fax transmissions, and telemarketing. DATABASE OWNER shall provide name, address, telephone number, and fax number to the One-Time User in the form of listings as agreed by the DATABASE OWNER and the One-Time User. The One-Time User shall order AHME DB variables from DATABASE OWNER, regardless of the form such variables are delivered in, **EACH** time the One-Time User is to use the data for a purpose stated above. Multiple uses of the same order are strictly prohibited unless otherwise expressly agreed to by DATABASE OWNER. The duration of use of each respective order in no event shall exceed ninety (90) days, after which another order must be made if use of the AHME DB is still desired. The One-Time User shall not have continuous or on-going access to AHME DB or any updates of names, addresses or other selected AHME DB variables.

For purposes of this Agreement, "telemarketing" shall mean communication with an AHME member by means of telephone for purposes of conducting market research, sales solicitations, solicitations for membership, fundraising or recruitment. A copy of the script to be used for telemarketing by One-Time User hereunder shall be submitted to DATABASE OWNER for approval prior to the commencement of the telemarketing.

Upon request of DATABASE OWNER, One-Time User agrees to furnish DATABASE OWNER with a copy or sample of printed materials, literature, advertising materials, or personal contact materials, from addressings made in accordance with this Agreement, and continue to furnish DATABASE OWNER with such copies or samples for the duration of this Agreement, if so requested.

AHME DB provided by the DATABASE OWNER hereunder may only be used for the purposes set forth herein and for no other purpose. Any AHME DB, and any other information or data derived therefrom, will not pass into the possession of any party for any use whatsoever and will not be copied or incorporated into any database of the One-Time User or any other person. Addressing labels may not be furnished to any person other than an entity which has an approved agreement with DATABASE OWNER in good standing, and unless furnished for the sole purpose of use for a specific mailing.

The One-Time User agrees that the receipt of an order acknowledged from DATABASE OWNER constitutes a qualified acceptance only and may, at AHME's discretion, be subject to AHME's approval of all materials to be addressed and/or mailed. Each order from the One-Time User for AHME DB variables during the term of this Agreement shall be subject to all the terms of this Agreement.

The term of this Agreement shall commence upon its execution and shall be effective for a one (1) year period from its commencement date, unless terminated earlier pursuant to the terms hereof. Either party shall have the right to terminate this Agreement at any time with or without cause by giving the other party thirty (30) days advance written notice of termination.

One-Time User agrees that all uses of the AHME DB will not be used in connection with any unlawful purpose, or prohibited advertising.

The One-Time User agrees to pay fees for its use of the AHME DB variables at the rate of \$500.00

This Agreement shall be binding upon the undersigned, its principals, agents and servants, and it may not be assigned without the express written approval of DATABASE OWNER.

Entity: _____

By: _____

Printed Name: _____

Title: _____

Date: _____