



American Academy of Physician Assistants, Inc.
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AAPA Data Use Agreement

AAPA Data are the property of the American Academy of Physician Assistants ("AAPA"), and you ("Licensee") are licensed to use AAPA Data pursuant to the Terms and Conditions of this AAPA Data Use Agreement ("Agreement"). 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

AAPA grants a limited, single use, non-exclusive, non-transferable license to use AAPA Data for the sole purpose as submitted to AAPA by the Licensee and attached to this Agreement as Exhibit 1. Any change in the use of AAPA Data (as described and submitted in writing to AAPA) requires prior written approval from AAPA.

Within 30 days of use, Licensee will provide AAPA with an electronic copy of all distributed materials that reference or make use of AAPA Data or any data derived from AAPA Data.

For purposes of this Agreement, "**AAPA Data**" means (a) AAPA constituent list; and (b) all data acquired by, provided to, compiled by, created by or maintained by Licensee pursuant to this Agreement.

II. LIMITATIONS ON AAPA DATA USE

AAPA Data is proprietary information belonging to the AAPA, which retains exclusive title to and ownership of all rights in AAPA Data. AAPA Data is and shall remain solely and exclusively the property of AAPA. Licensee acknowledges that it has no right or title in or to (including copyrights) AAPA Data. Licensee shall not create or maintain data sets that are derived from or derivative works of AAPA Data and shall not enhance, overlay, tag or add information to any other list, file, or database except as authorized herein. Licensee shall not alter, eliminate, circumvent or otherwise make ineffective any fake, salt, or decoy data placed in AAPA Data by AAPA to help detect unauthorized usage. Licensee shall not convey AAPA Data to any third parties, including without limitation making AAPA Data available to a competitor of AAPA. Licensee, however, may use competent employees, agents, representatives, vendors, or other service providers to process permitted uses, so long as they are contractually bound by the limitations set forth in this Agreement. Licensee is responsible and liable for compliance by any other parties with this Agreement.

Licensee shall only process AAPA Data and any data derived from AAPA Data in a manner consistent with Privacy and Data Security Laws, copyright laws, trade secret laws and other intellectual property laws and consistent with this Agreement. Licensee's physical possession of AAPA Data does not imply any rights that are not specifically licensed in this Agreement.

Notwithstanding the foregoing, Licensee may disclose AAPA Data to the extent that Licensee is required by law, provided, however, that Licensee shall provide sufficient notice to AAPA to enable AAPA to seek a protective order or other similar remedy to prevent disclosure of or appropriate protections for AAPA Data.

Provision of AAPA Data by AAPA does not imply approval or endorsement of products, programs, or services provided by the Licensee. Each AAPA Data use is a separate contract between AAPA and the Licensee and shall imply no obligation of AAPA to enter into future contracts for the use of AAPA Data. In the event of a third party



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dispute, licensee agrees to indemnify AAPA for any costs related to defense or damages, including reasonable attorney fees and court costs.

III. SAFEGUARDS AND PROTECTIONS

Licensee shall protect AAPA Data using administrative, technical and physical safeguards designed to protect against reasonably anticipated threats or hazards to the security, integrity or confidentiality of AAPA Data, including but not limited to all such measures as are required under Privacy and Data Security Laws, which are defined to include all applicable privacy and data security laws and regulations, expressly including, without limitation the Telephone Consumer Protection Act, 47 U.S.C. § 227; Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM"), 15 U.S.C. § 7701, et seq.; the Federal Trade Commission Act, 15 U.S.C. § 45; and other analogous local, state, and federal, and privacy, data protection, information security, or related laws or regulations. Licensee shall notify AAPA as soon as practicable in the event of any unauthorized use of AAPA Data that is inconsistent with this Agreement or such Privacy and Data Security Laws.

IV. TERMINATION OF AGREEMENT

Upon termination of this Agreement or use of AAPA Data by Licensee, the Licensee shall ensure that all copies of AAPA Data are destroyed, deleted, scratched, and purged from all mediums, including without limitation electronic storage, email, disk, tape, and printed documents. All provisions relating to the protection of AAPA proprietary rights shall survive termination or cancellation of this Agreement.

V. DAMAGES FOR NON-AUTHORIZED USE OR VIOLATIONS OF THIS AGREEMENT

Licensee is only permitted to use the data one time, and Licensee and AAPA recognize that the damages from unauthorized use may be uncertain and difficult to quantify and so agree that a liquidated damage clause is reasonably necessary and that the damages for use of AAPA Data in a manner that is not in compliance with this agreement, shall be set at \$2 per record provided to Licensee per unauthorized use of AAPA Data plus any attorney fees and court costs. The Licensee understands that AAPA may also refuse, at its sole option, to provide AAPA Data to the Licensee in the future and that any unauthorized use of AAPA Data by Licensee will also make it responsible for the costs of an audit as its usages under the rights described below.

VI. AUDIT RIGHTS AND ENFORCEMENT

AAPA reserves the right, upon request with reasonable advance notice and conducted in such a manner not to unduly interfere with operations to conduct an audit of compliance with the requirements set forth in this Agreement relating to AAPA Data. Licensee agrees to cooperate with AAPA during such audits and shall provide access to appropriate resources, provide applicable supporting documentation to AAPA, and complete assessment questionnaires that may be requested by AAPA.

Any such Licensee, contractor, or any other third party that Licensee provides access to AAPA Data shall be required to fulfill the protections and obligations imposed on Licensee pursuant to this Agreement and shall be required to report to AAPA and be subject to review and audit by AAPA consistent with this Agreement.

If Licensee fails to provide AAPA with an electronic copy of all distributed materials that reference or make use of AAPA Data or any data derived from AAPA Data within 30 days of use, it shall pay damages to the AAPA of 1% of the Agreement amount for every week that such copy is not provided.



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VII. WARRANTY

Although AAPA uses reasonable efforts to ensure accuracy of AAPA Data, AAPA does not represent or warrant that the information contained in AAPA Data is complete or free from error, and hereby expressly disclaim 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 AAPA Data, whether such errors or omissions result from negligence, accident, or any other cause.

VIII. TECHNICAL SUPPORT

AAPA does not provide technical support for the use of AAPA Data. AAPA Data is provided in standard ASCII, comma-delimited text format (first row contains column/field names).

IX. CONSTRUCTION, HEIRS

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

X. 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
Authorized Representative (Print Name)	Title (Print)
Email (Print)	Phone (Print)
Company / Organization (Print)	
Address Line 1(Print)	
Address Line 2 (Print)	
City, State ZIP	