



REQUEST FOR USE OF USHPA MEMBERSHIP MAILING LABELS

(including terms and conditions and acknowledgment of issuance of license)

_____ (hereinafter referred to as "Licensee") hereby requests a one-time only right to use one set of the membership mailing labels of the United States Hang Gliding & Paragliding Association, Inc. (USHPA) (hereinafter referred to as "Licensor"). Use of the mailing labels is to be governed by the Terms and Conditions set forth below and made a part of this agreement. The Licensee hereby represents and warrants that the membership mailing labels will be used **only one time for the sole purpose of mailing the following materials, a copy of which is attached to this agreement** as Exhibit

A: _____
In exchange for the right to a non-exclusive single use of Licensor's membership mailing labels, the Licensee agrees to pay to the Licensor the sum of \$ _____ U.S. dollars (**\$50 set-up fee, \$10 per label, \$5 s/h**) upon Licensor's issuance of this license. By signing below, Licensee affirms and agrees to be bound by the Terms and Conditions set forth below and has **read and understands and agrees to be** bound by those terms and conditions.

("Licensee") _____ Address: _____

Telephone: (____) _____ Fax: (____) _____ Email: _____

Signature: _____ Print Name: _____ Title: _____

Describe the list requested _____ List will be used for: _____

TERMS AND CONDITIONS

- 1. **License Grant:** Licensor hereby grants to Licensee and Licensee hereby accepts the right to use one set of the USHPA membership mailing labels on a **one-time only basis** for the sole purpose(s) of putting the labels on mailing materials, as described above and attached to this agreement as Exhibit A, under the terms and conditions stated in this Agreement. Licensor grants no other rights to Licensee. All rights not expressly granted to Licensee are reserved to the Licensor. No licensee or any other rights under this agreement shall pass to the Licensee unless this agreement is duly executed by an authorized USHPA representative.
- 2. **Trade Secrets/Proprietary Information:** Licensee acknowledges that as the result of Licensor's efforts in compiling the membership list and the membership mailing labels derived therefrom, the Licensor has acquired a substantial and valuable trade secret under California Civil Code §3426 et seq. and Licensor is the owner thereof, (b) that Licensor has a proprietary interest in the USHPA membership list and the membership mailing labels derived therefrom under California Corporations Code J8338; and (c) all rights in any additional material, new versions, translations, rearrangements or other changes in the membership mailing labels which may be created by or for Licensee shall, as between Licensor and Licensee, be and will remain the exclusive property of Licensor.
- 3. **Restrictions On Use:** Any copying of the USHPA membership mailing labels, or the information contained therein, constitutes unauthorized use and is expressly forbidden. Licensee's rights hereunder shall **not include** the right to, and Licensee warrants and represents that it will not, (1) duplicate, reproduce, copy, scan, publish, distribute or in any other manner preserve; (2) physically, electronically or otherwise transfer; (3) modify, adapt, translate, reverse engineer, decompile, disassemble create derivative works of or misappropriate, the USHPA Membership Mailing labels, or the contents thereof for additional use after the set of mailing labels are transferred to Licensee under this agreement. Licensee further agrees and warrants that it will not permit others to do any of the acts described in this paragraph or otherwise obtain possession of the USHPA Membership labels or the information contained therein.
- 4. **Breach/ Liability For Unauthorized Use:** If Licensee violates any of its obligations or conditions under the terms of this Agreement, Licensor shall have the right to terminate this Agreement and the license herein granted. In addition, Licensee may be held liable for unauthorized use of the USHPA Membership Mailing Labels (List or the information contained therein, including but not limited to those unauthorized uses delineated in paragraph 2 to this agreement and under the laws of the State of California, U.S.A.
- 5. **No Contest-** Licensee shall not dispute or contest, nor cause or assist or aid others in disputing or contesting, Licensor's right and title to the USHPA Membership List or any other rights of Licensor in and to the subject matter of this Agreement, or breach the confidentiality of the terms of this

- Agreement. Licensee will fully cooperate with and assist Licensor in, preventing or prosecuting any theft or other unauthorized use of the rights of Licensor's trade secrets or proprietary rights hereunder. Licensee will notify Licensor in writing of any duplication, manufacture, sale, distribution, misappropriation or advertisement which it believes may constitute an unauthorized use of the USHPA Membership Mailing Labels, or the information contained therein, or upon Licensor's rights associated with the same. Licensee shall not commence an action or proceeding against any person or enter into a settlement relating to Licensor's rights herein without Licensor's prior written consent.
- 6. **No Assignment/Sub-licensing:** The license hereby granted shall be personal to Licensee and shall not be assignable by any act of Licensee or by operation of law. Licensee shall have no right to grant any sub-licenses. Any attempt by Licensee to grant a sub-License or to assign, mortgage, sell, lease, or part with possession or control of this license or the USHPA Membership Mailing Labels, or the information contained therein, other than by use as herein provided, shall constitute a material breach of this agreement. This Agreement shall inure to the benefit of and shall be binding upon Licensor's successors and assigns.
- 7. **No Waivers:** No waiver or modification of any of the terms of this Agreement shall be valid unless in writing. No waiver by either party of a breach hereof or a default hereunder shall be deemed a waiver by such party of any other breach or default.
- 8. **Remedies:** All specific remedies provided for in this Agreement shall be cumulative, and shall not be exclusive of one another or of any other remedies available in law or equity under the laws of the State of California, U.S.A.
- 9. **Choice of Law:** Licensee and Licensor agree that this agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A.
- 10. **Jurisdiction/Venue:** All disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be Litigated, if at all, in and before a Court located in the State of California, U.S.A. to the exclusion of the Courts of any other State or Country. The successful or prevailing party shall be entitled, in addition to any other relief to which said party may be entitled, to recover reasonable attorney's fees and costs of litigation incurred in such action or proceeding.
- 11. **Severability:** If any part, section, paragraph, sentence or clause of this agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.
- 12. **Entire Agreement:** This Agreement (including Exhibit A) constitutes the entire understanding between Licensor and Licensee and shall not be modified or amended unless in writing signed by both Licensor and Licensee.

Licensor, through its authorized representative, hereby grants the requested non-exclusive single use license to Licensee under the terms and conditions set forth above.
United States Hang Gliding & Paragliding Association, Inc. (a California non-profit, mutual benefit corporation) P.O. Box 1330, Colorado Springs, CO 80901, Phone: (719) 632-8300; Fax: (719) 632-6417

By Authorized USHPA Representative: _____ Dated: _____ (02/8/08)