



THE AMERICAN REGISTRY
OF RADIOLOGIC
TECHNOLOGISTS®

MAIL LIST AGREEMENT

This Agreement (the "Agreement") is made the _____ day of _____, 20____, by and between The American Registry of Radiologic Technologists ("ARRT") and

_____ ("Company ") having a place of contact at

_____.

WHEREAS, Company wishes to obtain the right to use the mailing list containing the names and addresses of certain ARRT registrants for the limited purpose set forth in this Company's request for mailing list use which is attached hereto as Exhibit A ("Licensed Use"); and

WHEREAS, ARRT is willing to grant Company a nonexclusive right and license to use ARRT's list under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above premises the parties agree as follows:

1. ARRT hereby grants to Company a nonexclusive, nontransferable license to use ARRT's mailing list containing the names and addresses of certain ARRT registrants (the "List") solely in connection with the Licensed Use. Company shall have no right to distribute, disclose, duplicate, reproduce or retain any information contained on the List. This license shall expire once the List has been used a single time in connection with the Licensed Use and the use must occur within 90 days of the date that the mailing list is provided. The Company shall not cite or refer to ARRT in any materials mailed in connection with the Licensed Use.
2. Company acknowledges that certain information contained on the List is confidential to ARRT. Due to the confidential nature of such information, Company represents and warrants that it shall not make available or disclose the List, in whole or in part, to any third party and that it will take all other reasonable precautions to maintain the confidentiality of the information contained on the List.
3. Company agrees that its use of the List will comply with all applicable laws and regulations.
4. In the event Company breaches its obligations under Paragraphs 1, 2, or 3, it is agreed that damages to ARRT would be uncertain and not readily capable of calculation. The parties therefore agree that in the event of a breach by Company, ARRT shall be entitled to recover liquidated damages from Company in the amount of \$10,000 (Ten Thousand Dollars), plus all reasonable costs and attorney's fees incurred in obtaining a judgment and collecting the judgment. Each misuse of the List by Company shall be considered as a separate and distinct violation of this Agreement, and shall be subject to the liquidated damages set forth in this paragraph. Company further agrees that in addition to the liquidated damages, ARRT may obtain an injunction prohibiting any further breach of the Agreement.

5. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Minnesota without regard to the conflicts of laws principles thereof. Each party to this Agreement hereby irrevocably and unconditionally consents to the jurisdiction of the federal and state courts of the State of Minnesota for any action, suit or proceeding arising out of or relating to this Agreement, and agrees not to commence any action, suit or proceeding related thereto except in such courts. Each party hereto further hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in the federal and state courts of the State of Minnesota, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in the manner appropriate to each, effective as of the date first above written.

ARRT signature: _____

Print name: _____

Date: _____

Signature: _____

Print name: _____

Date: _____