



THE AMERICAN REGISTRY  
OF RADIOLOGIC  
TECHNOLOGISTS®

## MAIL LIST AGREEMENT

This Mail List Agreement (the "Agreement") is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The American Registry of Radiologic Technologists ("ARRT") and \_\_\_\_\_ (the "Requester").

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

WHEREAS, ARRT is willing to grant the Requester a one-time nonexclusive right and license to use the List under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above premises, ARRT and the Requester agree as follows:

1. ARRT hereby grants to the Requester a nonexclusive, nontransferable license to use the List solely in connection with the Licensed Use. The Requester shall have no right to distribute, disclose, duplicate, reproduce or retain the List or any information contained in the List after expiration of the license. 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 List is provided. The Requester shall not cite or refer to ARRT in any materials mailed in connection with the Licensed Use.
2. The Requester acknowledges that the List contains information that is confidential to ARRT. Due to the confidential nature of such information, the Requester represents and warrants that it shall not make available or disclose the List, in whole or in part, to any third party, that it will take all other reasonable precautions to maintain the confidentiality of the information contained on the List, and that upon expiration of the license it will delete any copies of the List that it used during the term of the license.
3. The Requester agrees that its use of the List will comply with any and all applicable laws and regulations.
4. The Requester agrees to provide ARRT with the names of any registrants that contact the Requester and indicate that they no longer wish to receive mailings from the Requester within 30 calendar days of contact from the registrant.

In the event the Requester 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 Requester therefore agrees that in the event of a breach by the Requester, ARRT shall be entitled to recover liquidated damages from the Requester 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 the Requester 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. The Requester 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 conflicts of laws principles. 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.

Print name: \_\_\_\_\_

Requester Signature: \_\_\_\_\_

Date: \_\_\_\_\_

ARRT signature: \_\_\_\_\_