



Cambridge Healthtech Institute

Please Return to:
Cambridge Healthtech Institute
Attn: Elaine Eskedal
250 First Ave, Ste 300
Needham, MA 02494
Fax: 781-972-5470
Email: eeskedal@healthtech.com

Post-Conference Mailing List Agreement

Please note: Any Exhibit benefits not listed on this contract must be attached and signed by exhibiting company and sales representative in order for this contract to be valid.

1. Within three (3) weeks after the conference, Cambridge Healthtech Institute (CHI) will furnish one (1) electronic list of names, titles and mailing addresses of delegates and speakers who attended the Conference (the "List") to the Exhibitor, Sponsor or Third Party Mail House depending on event. For larger conferences, CHI reserves the right to send the list strictly to Third Party Mail House. CHI makes no representation on warranty concerning the accuracy of its Lists. The list is for mailing purposes only and will not include delegates' phone or e-mail contact information.
2. Restrictive Use: Exhibitor, Sponsor or Third Party Mail House acknowledges that CHI's Lists are being provided *for one-time use only per set and are not being sold to* Exhibitor, Sponsor or Third Party Mail House, and agrees to use the Lists on or within one (1) year of the Conference. If Exhibitor, Sponsor or Third Party Mail House has not used the List within one (1) year of the conference, Exhibitor, Sponsor or Third Party Mail House cannot use the List at all, and agrees to return the List to CHI. Exhibitor, Sponsor or Third Party Mail House agrees that no portion of the List will be used to communicate any information promoting or marketing any other conference, seminar, tradeshow, meeting or workshop. CHI's Lists contain seed names to detect unauthorized use. Exhibitor, Sponsor or Third Party Mail House agrees that using seed names is a legitimate means to detect unauthorized use of the Lists. The Lists are CHI's privileged and proprietary business information and are and shall at all times remain CHI's property. Exhibitor, Sponsor or Third Party Mail House agrees not to duplicate or reproduce any portion of the lists and will not enter any portion of the List into any computer system or database except for the purpose of executing the intended one-time mailing, after which the information will be deleted. Exhibitor, Sponsor or Third Party Mail House will not sell, transfer or assign the Lists nor will it allow any individual or entity outside of its organization to use, inspect, review, copy or examine the Lists.
3. Default: Exhibitor, Sponsor or Third Party Mail House agrees that it is impossible to retrieve materials impermissibly distributed or to undo communications wrongfully made and that any violation of this Agreement will cause irreparable harm to CHI. CHI therefore shall have the right to seek injunctive relief, including specific performance of the terms of this Agreement. In partial compensation for such irreparable harm, Exhibitor, Sponsor or Third Party Mail House agrees to pay Cambridge Healthtech Institute (CHI) \$100,000.00USD in Liquidated Damages for such violation and acknowledges that actual damages for impermissibly disseminating or distributing the List cannot be ascertained with certainty. Exhibitor, Sponsor or Third Party Mail House agrees to pay all court costs and expenses, including attorneys' fees, incurred by CHI to enforce this agreement and will indemnify and hold CHI harmless for all expenses, damages or liability it sustains as a result of Exhibitor's, Sponsor's or Third Party Mail House's actions.
4. Massachusetts Law and Severability: Massachusetts' law will govern this agreement. If any term of this agreement is deemed invalid, the remainder of the agreement will not be affected and shall remain fully enforceable.

Signature: _____ **Date:** _____

Print name: _____ **Title:** _____

Company name: _____ **Tel:** _____

Mailing Address: _____ **Fax:** _____

City, State, Zip: _____ **Email:** _____

Conference Title: BIT Cloud Summit - CLD 2012