



ARDMS Web Site Link Agreement

Please print out, sign, and mail this contract to ARDMS, 51 Monroe Street, Plaza East One, Rockville, MD 20850-2400. **You do not have permission to link to the ARDMS site until the contract has been signed by ARDMS and returned to you.**

This Agreement, dated _____, is by and between the American Registry for Diagnostic Medical Sonography, Inc.® (ARDMS®) and _____ ("Linking Site Owner" or "Group"), which agree as follows:

1. License

ARDMS grants to Group a non-exclusive, non-transferable license to provide a link from the website operated by Group at _____ ("Linking Site") to the website at www.ardms.org ("ARDMS site") on the World Wide Web. Such Link shall consist solely of the name "American Registry for Diagnostic Medical Sonography" or "ARDMS" (collectively, "ARDMS"). Nothing in this Agreement shall grant to Group any rights in ARDMS, its designations, the ARDMS Logo, the ARDMS site, or any other intellectual property of ARDMS or any of its affiliates and subsidiaries, other than as expressly set forth herein.

2. Terms

Group agrees as follows:

- A. Group shall link only to the home page of the ARDMS site and not to any other ARDMS page, site, or subsite, shall be only in plain text that may be highlighted and/or underlined, and the Linking Site shall not contain any "framing" or other alterations or additions to the ARDMS site. ARDMS may be used only on web pages that make accurate and non-disparaging references to ARDMS or its products or services. Group may not display ARDMS in any manner that implies sponsorship, endorsement, or license by ARDMS. ARDMS may change or discontinue any or all segments of its website without notice. ARDMS is not responsible for the content available on any web sites linked to the ARDMS web site, and access to any such web site is at the user's own risk.
- B. The content and operation of the Linking Site will comply at all times with all applicable federal, state, or local law, rule, or regulation, will not violate or infringe the copyright, trademark, trade name, patent, intellectual, publicity, or privacy rights of any entity, and will not contain any defamatory material. Group shall immediately notify ARDMS as provided in this agreement if any of the information provided above changes.
- C. Group does not have the right and agrees not to make commercial or other use of, reproduce, publish, share, sell, or otherwise distribute: (i) any content or compilation from

the ARDMS site; (ii) any data collected with respect to users of the Linking Site that relate to their clicking on a Link to the ARDMS site; or (iii) any information deemed proprietary by ARDMS.

3. Disclaimer of Warranties

ARDMS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO ARDMS, THE ARDMS SITE, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. The ARDMS site provides information for nonprofit informational purposes, which ARDMS considers to be reliable; however, ARDMS does not warrant the accuracy or completeness of such content

4. Limitation of Liability

IN NO EVENT SHALL ARDMS BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, SAVINGS, DATA, OR USE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY), ARISING OUT OF THIS AGREEMENT. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THE LACK OF A REQUIREMENT OF ANY MONETARY PAYMENT HEREUNDER IS BASED IN PART UPON THESE LIMITATIONS, AND FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Without limiting the foregoing, ARDMS shall have no responsibility for any monetary damages under any contract, tort, or other legal or equitable theory, regardless of the form of the action. Such limit shall apply whether or not ARDMS has been advised of the possibility of such damages.

5. Indemnity

Group shall indemnify and hold harmless ARDMS, its affiliates, and their respective officers, directors, members, employees, and agents from and against any and all claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or accruing from (a) any misrepresentation or breach by Group of Group's representations set forth in this Agreement; and (b) any non-compliance by Group with any term of this Agreement.

6. Term and Termination

- A. The term of this Agreement shall begin on the date mentioned above and shall continue until terminated as provided herein. Either party may terminate this Agreement in its sole discretion at any time upon written notice to the other party. This Agreement shall terminate automatically if, at any time, Group is in violation of this Agreement.
- B. ARDMS has the sole right to own and/or control the content displayed on its website. Whether or not ARDMS terminates this Agreement as provided herein, ARDMS reserves the right to take action against any use that does not conform to this Agreement, infringes any intellectual property or other right of ARDMS, or violates applicable law. In any action to enforce this Agreement or any provision thereof, ARDMS shall as of right be awarded reasonable attorney's fees.

- C. Immediately upon the termination of this Agreement, Group shall disconnect all links to the ARDMS site. If Group refuses to cease linking the ARDMS site after notice of termination of this Agreement, Group agrees that such refusal shall result in immediate and irreparable injury to ARDMS for which there is no adequate remedy at law. In such case, ARDMS shall as of right be entitled to specific performance and/or injunctive relief and reasonable attorney's fees, in addition to other remedies which a court may determine.
- D. The provisions of sections 2 (B), 2(C), 3, 4, 5, 6 (B), 6 (C), 6 (D), 7, 8, and 9 hereof shall survive the termination of this Agreement.

7. Notices

Notices under this Agreement shall be sent by certified mail return receipt requested or other receipted delivery as follows:

TO: ARDMS

TO: Group _____

American Registry for Diagnostic Medical
Sonography, Inc.
51 Monroe Street
Plaza East One
Rockville, MD 20850-2400

Address: _____

ATTN: Dale Cyr, Executive Director

ATTN: _____

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland. Any action shall be brought in the state or federal courts in Maryland.

9. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. Group may not assign this Agreement in whole or in part without the prior written consent of ARDMS. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and any assigns permitted by ARDMS. This Agreement shall not be interpreted to create any partnership, joint venture, or agency.

AGREED:

American Registry for Diagnostic Medical
Sonography, Inc.
51 Monroe Street
Plaza East One
Rockville, MD 20850-2400

Group _____

Address: _____

By: _____

By: _____

Title: _____

ATTN: _____