**2020 ONE-TIME DATA USE AGREEMENT**

**FOR AMA PHYSICIAN PROFESSIONAL DATA**

It is expressly agreed that the terms and conditions set forth in this Agreement are applicable to all AMA information and data in any form, including list addressings and list information, and any and all information or data of a like or similar nature which is collected or updated from the use of such data such as returns or responses to a mailing or other communication (all of which is hereinafter called "AMA-PPD") which are now or may hereafter be ordered from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "DBL") by the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "One-Time User").

1. The One-Time User may use AMA-PPD for the direct mailing of requests for free publications, other direct mail activities, telemarketing, primary market research (as a result of direct mail, telemarketing, or physician recruiting activities), and physician recruiting. For journal requalification processes, additional terms and conditions apply as set forth in the Addendum attached to this Agreement as Exhibit D.DBL shall provide a maximum of five (5) selected AMA-PPD variables (excluding Medical Education Number) in addition to name and address to the One-Time User in the form of mailing labels, listings, computerized forms, floppy disks, CD-ROM or electronic media. The One-Time User shall order AMA-PPD variables from DBL, regardless of the form such variables are delivered in, EACH time the One-Time User is to use the data for a purpose stated above. Multiple uses of the same order are strictly prohibited unless otherwise expressly agreed to by DBL. The duration for use of each respective order in no event shall exceed ninety (90) days, after which another order must be made if use of the AMA-PPD is still desired. The One-Time User shall not have continuous or on-going access to AMA-PPD or any updates of names, addresses or other selected AMA-PPD variables. Prior to the expiration of each ninety (90) day period or upon the termination of this Agreement for any reason whatsoever, the AMA-PPD or any material containing AMA-PPD must be returned directly to DBL or destroyed. In case(s) of termination the return or destruction of the AMA-PPD must occur no later than seventy-two (72) hours after such termination. DBL reserves the right to request written confirmation by a duly authorized person of the One-Time User of the destruction required by this Section. One-Time User shall be solely responsible for ensuring that the AMA-PPD licensed hereunder shall be used in compliance with the Junk Fax Act and any similar privacy laws.

If a physician or medical student notifies One-Time User that such physician or medical student wishes to opt out of receiving any and all mail, telephone and facsimile contacts in connection with the use of the AMA-PPD (a “No-Contact Notice”), then One-Time User shall notify the DBL in writing within seven (7) days of receipt thereof. The “no contact” designation in the AMA-PPD is intended to eliminate all mail, telephone and facsimile contact, with the exception of health hazard warnings or drug recalls, which should be sent to all physicians.

For purposes of this Agreement, "telemarketing" shall mean communication with a physician by means of telephone for purposes of conducting market research, sales solicitations, solicitations for membership, fundraising or recruitment. A copy of the script to be used for telemarketing by One-Time User hereunder shall be submitted to DBL for approval prior to the commencement of the telemarketing.

If the One-Time User intends to use the AMA-PPD for physician recruitment, then the One Time User shall abide by the terms set forth in Exhibit E. DBL may provide a maximum of eight (8) AMA-PPD variables (which variables shall exclude Medical Education Number) in addition to name and address for such use. For purposes of this Agreement "physician recruiting" is the placement of physicians in employment and related positions. In the event the One-Time User is requested by a physician not to be contacted for any reason and by any means whatsoever, the One-Time User shall immediately cease and desist from any further contact with such physician.

2. AMA-PPD provided by DBL hereunder may only be used for the purposes set forth herein and for no other purpose. AMA-PPD data variables that are stored in a database or file with data that is not AMA-PPD must be maintained in separate, dedicated fields in order to prevent commingling of data and to permit the AMA-PPD to be removed from One-Timer User’s systems upon termination or expiration of its license. Any AMA-PPD, and any other information or data derived therefrom will not be copied or incorporated into any database of the One-Time User or any other person. Any access to or use of the AMA-PPD by any third party shall be solely limited to the printing of mail pieces, sorting, or mailing on behalf of One-Time User.Applicable third parties must be listed on Exhibit B. Any other services provided on behalf of One-Time User by any third party must be done under a Third-Party Support User Agreement**.** One Time User represents and warrants that the One Time User shall ensure the return or destruction of the AMA-PPD by any third party following the termination of the ninety (90) day term. One-Time User shall defend, indemnify and hold harmless DBL, the AMA, and their respective officers, directors, agents, assigns and successors in interest (collectively the “DBL Indemnitees”) from and against any claims, demands, suits, causes of action, legal or administrative proceedings (“Claims”) and pay all damages, costs and expenses, including, without limitation, reasonable attorneys’ fees, paid, incurred or suffered by any of DBL Indemnities arising out of or resulting from (i) One-Time User’s breach of this Agreement or any act, error or omission by One-Time User or any third party in the performance or non‑performance of any of its obligations under this Agreement, or (ii) One-Time User’s or any third party’s use or disclosure of all or any part of the AMA-PPD, or any unauthorized use of AMA-PPD pursuant to this Agreement. Addressing labels may not be furnished to any person other then an entity which has an AMA approved agreement with DBL in good standing, and unless furnished for the sole purpose of use for a specific mailing or being provided to a third party for purposes listed above.

3. The One-Time User agrees that the receipt of an order acknowledged from DBL constitutes a qualified acceptance only and may, at AMA's discretion, be subject to AMA's approval of all materials to be addressed and/or mailed. Each order from the One-Time User for AMA-PPD variables during the term of this Agreement shall be subject to all the terms of this Agreement.

4. The term of this Agreement shall commence upon its execution and shall be effective for a one (1) year period from its commencement date, unless terminated earlier pursuant to the terms hereof. Either party shall have the right to terminate this Agreement at any time with or without cause by giving the other party thirty (30) days advance written notice of termination.

5. The One-Time User agrees to pay royalties for its use of the AMA-PPD variables at the rates set forth below.

|  |  |
| --- | --- |
| ONE-TIME USE ROYALTY | |
| NAME AND ADDRESS **for mail only** | $13.50/1000 |
| NAME, STATE, CITY and TELEPHONE NUMBER **for telemarketing only** | $15.25/1000 |
| CME PARTIAL EXEMPTION **for mail only** (Here is an example of the type of statement that must be on the CME mail piece that qualifies for the CME exemption royalty rate: “This program is accredited by the Accreditation Council for Continuing Medical Education and designates this educational activity for xx hours in Category 1 credit toward the AMA Physician’s Recognition award. Each physician should claim only those hours of credit that he/she actually spent in the educational activity.”) | $9.75/1000 |
| CME PARTIAL EXEMPTION WITH TELEPHONE NUMBER **for telemarketing only** | $11.75/1000 |
| FACSIMILE NUMBERS**\*** | $0.17/each |
| ABMS (select or deselect only) | 12% of mail royalty |
| License Data (select or deselect only) | $3.00/1000 - applies to both the historical and current license files |

If One-Time User is doing a mail project PLUS phone follow up, the applicable mail rate plus $12.50 applies.

**\*Fax text must be pre-approved. One-Time User agrees to adhere to the Conditions of Usage for Facsimile Transmissions, as described in the attached Exhibit C.**

6. One-Time User acknowledges and agrees that the AMA-PPD represents confidential data and material of the AMA, and One-Time User shall not disclose, release or distribute or otherwise make the AMA-PPD available to third parties, including without limitation an affiliate of One-Time User or an entity providing services to One-Time User, without DBL’s prior written consent. One-Time User shall treat the AMA-PPD as confidential, using the same degree of care to protect the AMA-PPD against unauthorized disclosure, access or use that One-Time User uses to protect its own confidential information, but in any event not less than a reasonable degree of care. AMA reserves all rights in such property in the AMA-PPD, including, but not limited to, common law and statutory rights of literary property and copyright. Such ownership rights are not assigned or released as a result of this Agreement. By way of illustration and not by way of limitation, One-Time User shall not:

(1) Publish the AMA-PPD as its own;

(2) Publish or copy any directory of physicians based upon information derived from the AMA-PPD;

(3) Incorporate the AMA-PPD or any portion thereof or the data contained therein or derived therefrom in any separate file, data bank or listing compiled by One-Time User or otherwise appropriate the AMA-PPD data for its own use; and

(4) Make the AMA-PPD available to any other person, the public, any organization, entity (whether or not affiliated with the One-Time User) or government agency for any purpose whatsoever.

7. One-Time User may collect a maximum of three (3) AMA-PPD variables in addition to name and address on business reply cards and business reply envelopes that are returned to One-Time User for fulfillment of orders. Such data, and any fulfillment list derived therefrom, may be retained by the One-Time User for a period of forty-five (45) days after which time such data and fulfillment list, if any, must be destroyed or returned to the DBL no later than seventy-two (72) hours after the expiration of such forty-five (45) day period. DBL reserves the right to request written confirmation by a duly authorized person of the One-Time User of the destruction required by this Section.

8. It is mutually agreed between the parties hereto that the AMA-PPD: (a) is being provided under a non-exclusive limited license; and (b) that upon a breach of any of the foregoing covenants, such license to use and possess the AMA-PPD shall be automatically and immediately terminated and any AMA-PPD provided under the terms of this Agreement or derived therefrom shall be returned to the DBL immediately, but, in no event, later than seventy-two (72) hours after such termination.

9. One-Time User agrees that all uses of the physician list will be in accordance with the Policies prescribed by the AMA governing the use of the AMA-PPD, as described in the attached Exhibit A.

10. One-Time User agrees that AMA-PPD will not be used in connection with any unlawful purpose or prohibited advertising.

11. Upon request of DBL, One-Time User agrees to furnish DBL with a copy or sample of printed materials, literature, advertising materials, or personal contact materials, from addressings made in accordance with this Agreement, and continue to furnish DBL with such copies or samples for the duration of this Agreement, if so requested.

12. It is expressly agreed that there are no promises or understandings other than those contained in this Agreement and Exhibit A attached hereto with respect to the AMA-PPD or any other information or materials provided or used under, or as a result of, this Agreement, and that except as otherwise expressly provided for herein no modification of its terms shall be valid unless in writing signed by both parties.

13. Uses of the AMA-PPD under this Agreement shall be contingent upon a continuing contractual relationship between DBL and AMA (the "AMA Agreement"). DBL agrees to notify the One-Time User of any changes or price increases that would change or affect the terms of this Agreement ("Modifications"). In the event of any objections by One-Time User of the Modifications requested by DBL as a result of changes in the AMA Agreement, One-Time User may terminate this Agreement provided written notice is given to DBL within sixty (60) days of notice being given to One-Time User. In the absence of such termination, One-Time User shall be bound by such Modifications.

14. AMA-PPD IS PROVIDED “AS IS” WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT. One-Time User releases DBL, the AMA, and their respective agents and employees from any and all liability whatsoever for inaccurate or incomplete information contained in AMA-PPD. In addition to the foregoing, the DBL and AMA specifically disclaim any responsibility, and DBL and the AMA shall incur no liability whatsoever, for any errors or omissions contained in any third party data provided to the AMA, incorporated into the AMA-PD, and provided to One-Time User hereunder. Any damages to One-Time User from DBL arising from the provision of data from the AMA pursuant to this Agreement shall be limited to the amount paid by One-Time User to obtain the data hereunder.

15. During the Term of this Agreement and for two years afterward, One-Time User shall provide reasonable access to its facilities, records, information technology system and personnel for audit by AMA, or by a third party on behalf of AMA, to verify One-Time User’s compliance with the provisions of this Agreement. One-Time User shall reasonably cooperate in any AMA audit and One-Time User shall permit the AMA or its authorized representative(s) to examine, and/or copy, as reasonably required, its books and records and computer operations and data relevant to the scope of the audit. AMA must provide at least ten (10) days’ prior written notice of any audit, and the audit must be conducted during normal business hours (9:00 a.m. to 5:00 p.m. – Monday through Friday). and on dates mutually agreed upon by the parties in writing.

16. This Agreement is governed by the laws of the State of Illinois without regard to choice of law principles. The AMA is a third party beneficiary to this Agreement.

17. One-Time User shall submit in writing to the DBL any request involving the AMA or AMA-PPD for any current or potential claim, lawsuit, administrative hearing, or preceding pending, or to the best of One-Time User’s knowledge, threatened against, by or affecting One-Time User in any court, or by or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality.

18. This Agreement shall be binding upon the undersigned, its principals, agents and servants, and it may not be assigned without the express written approval of DBL and the AMA.

**ONE TIME USER:**  **DBL:**

By: By:

Print Name: Print Name:

Title: Title:

Address: Address:

Date: Date:

Number of records:

## EXHIBIT A

**POLICIES GOVERNING THE APPROVED USE OF THE**

**AMA PHYSICIAN PROFESSIONAL DATA (AMA‑PPD)**

The conditions imposed upon the use of the AMA‑PPD will be imposed without favor or exception. Accordingly, the American Medical Association will make the AMA‑PPD available through AMA licensed DBLS subject to the following AMA policies:

1. The AMA‑PPD will be made available only for communications which are germane to the practice of medicine, its scientific or socioeconomic aspects, or of interest to the physician or medical student as a consumer.

2. The AMA-PPD may not be used to contact by mail, facsimile or telephone physicians who have a “no contact” designation indicated on their records, except to provide health hazard warnings or drug recalls, which should be sent to all physicians.

3. The AMA‑PPD will not be made available for use in connection with the dissemination of distasteful materials.

4. The AMA‑PPD will not be made available for use in connection with publicity or advertising which might imply, through copy or layout, AMA endorsement of an organization, its products or services.

5. The AMA‑PPD will not be made available for any communication which would tend to mislead, misinform or deceive.

6. The AMA‑PPD may be made available for communications regarding investments, securities or income opportunities subject to the following conditions. In the event that said investment, securities or income opportunities are subject to registration requirements under either state or federal law, DBL shall be responsible for providing satisfactory evidence to the AMA that said registration is effective at the time approval of any advertising relating to said investment, security or income opportunity is requested. One-Time User submits all such communications to DBL for AMA approval.

7. The AMA‑PPD will not be made available for any communication involving the promotion of the use or sale of any tobacco product. The AMA‑PPD will not be made available for any communication involving the promotion of the sale of beer, wine and other spirits. In addition, the AMA‑PPD will not be made available for any communication involving the incidental advertising of the use or sale of any tobacco product. Notwithstanding the foregoing, the AMA‑PPD may be made available for communications involving the incidental advertising of the sale of beer, wine and other spirits and communications containing editorial copy which refers to the use of tobacco, beer, wine and other spirits.

8. The AMA‑PPD will not be made available for any communication on a drug product, catalogue of drug products or medical equipment and devices, involving a premium offer. The AMA‑PPD may be made available for communications on drug products, catalogues of drug products, or medical equipment and devices, involving trade discounts, when such discounts are applied to drug products, medical equipment, or medical devices.

9. In all uses of physician names, the user must list the physician with the name followed by "MD" title, or "DO" title, according to the professional degree recorded in the AMA file. The physician's name is not to be rearranged to a mailing name of "Doctor" or "Dr.", etc. (except in an actual letter salutation and letter paragraphs).

10. The practice of classifying a physician included in AMA‑PPD along ethnic and/or religious lines on the basis of surname is prohibited unless such classification is specifically germane to the practice of medicine.

**EXHIBIT B**

**THIRD PARTY ENTITIES**

Please list below the names, locations and purposes of any organization with which One-Time User will be sharing the AMA-PPD in order to carry out any of the permitted purposes set forth in Section 2.

**Name(s) Location(s) Purpose(s)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT C**

**CONDITIONS OF USAGE FOR FACSIMILE TRANSMISSIONS**

Facsimile Number **–** DBL shall provide to ONE TIME USER facsimile numbers of office-based physicians as such numbers are received and processed by the AMA. ALL requests from ONE TIME USER for AMA-PPD facsimile numbers must be reviewed and approved by the AMA prior to any use. Facsimile numbers as provided in Section 5 of the ONE-TIME DATA USE Agreement shall be considered part of AMA‑PPD for purposes of this Agreement. Facsimile numbers shall only be licensed and used by ONE TIME USERS according to the following provisions:

(a) ONE TIME USER may license the facsimile numbers for **one-time use only**. Under **NO** circumstances shall the facsimile numbers be sublicensed for continuous or on-going access as part of any file in the AMA-PPD.

(b) ONE TIME USER agrees that facsimile transmissions shall only be used for conveying information germane to the practice of medicine. Any use of conveying consumer and/or commercial information and/or advertising to physicians as general consumers is strictly prohibited. All materials to be faxed pursuant to the terms of this Section shall contain name, address and telephone number of the organization utilizing the fax numbers and contain the following notices conspicuously located within the materials:

*If you have questions about this specific fax or wish to be removed from receiving future faxes from (sender's name) please call (sender's phone number).*

(c) All facsimile transmissions shall be limited to four (4) pages or less (including cover sheet) for one communication and no more than three (3) faxes may be sent to each facsimile number during each broadcast transmission. ONE TIME USER shall be required to use AMA provided seed facsimile number(s) for every facsimile communication transmission hereunder.

(d) ONE TIME USER is legally responsible for compliance with all laws and regulations governing the transmission of unsolicited advertisements and facsimile communications.

(e) ONE TIME USER shall not use facsimile numbers to augment, update or create a competitive database or physician facsimile transmission service and shall remove physician(s) facsimile numbers from AMA‑PPD upon notice from DBL of a physician's preference not to receive facsimile transmissions.

(f) ONE TIME USER shall assist the DBL AND AMA, as quickly as possible, to remove a physician's facsimile number from AMA‑PPD when AMA receives notification of a physician's directive not to receive facsimile transmissions. If a physician or medical student notifies ONE TIME USER that such physician or medical student wishes to opt out of receiving any and all facsimile contacts in connection with the use of the AMA-PPD (a “No Contact Notice”), then ONE TIME USER shall notify the DBL in writing within five (5) days of receipt thereof.

(g) Materials provided to the AMA for approval as required under this Agreement shall be kept confidential by the AMA unless otherwise mandated by law.

**EXHIBIT D**

**PUBLISHER REQUALIFICATION PROCESSES ADDENDUM**

This Publisher Requalification Processes Addendum (“Addendum”) is executed this day of , 2012, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“DBL”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“One-Time User”), and sets forth the following additional agreements and covenants of One-Time User relating to One-Time User’s Use of the AMA-PPD (as defined below).

WHEREAS, the parties have entered into a One-Time Data Use Agreement for AMA Physician Professional Data (“AMA-PPD”) dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_ (the “One-Time Data Use Agreement”); and

WHEREAS, the parties wish to execute this Addendum as a supplement to the One-Time Use Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as set forth below. In the event of a conflict between the terms of this Addendum and the terms of the One-Time Data Use Agreement, this Addendum shall govern and control. Terms capitalized and not otherwise defined herein shall have the same meanings given them in the One-Time Data Use Agreement.

1. AMA-PPD including Medical Education Number provided by DBL hereunder may only be used for circulation fulfillment for One-Time User’s requalification processes, and as required for BPA or Postal audits and for no other purpose. Except as otherwise expressly permitted herein, no AMA-PPD, nor any other information or data derived therefrom, will be copied or passed into the possession of any third party. Response data resulting from use of AMA-PPD regardless of method of collection (e.g. requalification website) may only be incorporated into a database maintained by DBL on behalf of the One-Time User for purposes of circulation fulfillment, analysis, BPA or Postal audits.
2. One-Time User may collect a maximum of three (3) AMA-PPD variables in addition to name, Medical Education Number and address on business reply cards and business reply envelopes which shall be forwarded to DBL for response database maintenance and fulfillment of orders. Thereafter Response Data including business reply envelopes may be retained on behalf of the One-Time User by DBL only unless otherwise agreed to by the parties in writing and approved by the AMA on a case by case basis for a period of three (3) years only for the purposes of analysis or verifying circulation counts in case of a BPA or postal audit after which time such data must be destroyed. One-Time User shall make no other use whatsoever of Response Data including by way of illustration and not by way of limitation, the compilation of any distribution list or make copies thereof for any purpose whatsoever. DBL reserves the right to request written confirmation by a duly authorized person of the One-Time User of the destruction required by this Section.
3. Requalifications involving use of AMA-PPD data may be obtained by: hard copy (business reply cards or business reply envelopes) via a password protected secure website, telemarketing or fax. If offering requalification via a secure password protected website, One Time User may prepopulate a screen with the following AMA-PPD variables provided that such data have been obtained from DBL within the last ninety (90) days and is limited to the Publisher's circulation audience: physician name, preferred provider mailing address and Medical Education Number from the mailing label for ease of use and matching. The physician must always be presented a screen to change/correct his/her name and/or address data, and those changes or corrections must be provided back to the AMA through the DBL at least monthly. Response Data obtained during requalification via One-Time User's website shall be maintained solely by DBL, and any further use of such data by One-Time User shall be subject to the terms and conditions of this Addendum, including, but not limited to payment of AMA royalties of Eight Thousand Five Hundred Dollars ($8,500) annually for web requalification and other payments as provided in Section 5 of the One-Time Data Use Agreement. Use of AMA-PPD data on One-Time User's requalification website is permitted hereunder only if One-Time User's security measures for such site meet or exceed the security requirements set forth below.

##### 1. Maintain “user authentication” - Security enforced through application level security as well as through the single-use password response security software.

2. Maintain “firewall technology” - Networking security designed to prevent any network traffic into an entity’s private network through the use of IP packet inspection. Firewall must include at least one packet filtering outer choke router for sorting traffic between the Internet and host server.

3. Maintain “encryption” - technology that encrypts streams of information as it passes through the network using a combination of public and private key technology.

4. Each electronic transmission containing AMA‑PPD must include an appropriate AMA copyright notice.

5. Limit access and/or distribution to United States.

6. Wherever possible, maintain hidden digital signature or watermarks on every on-line page that contains the AMA’s copyright notice in the AMA‑PPD, which will appear in the background of all printed or electronic reproductions.

1. Upon termination of the One-Time Data Use Agreement or this Addendum for any reason, One-Time User shall within three (3) days of such termination return all data comprising the AMA-PPD as well as any information derived therefrom to DBL or destroyed.
2. AMA is a third-party beneficiary of the One-Time User’s covenants and agreements made in this Addendum.
3. All other terms and conditions of the One-Time Data Use Agreement not heretofore amended shall remain unchanged and in full force and effect.

WHEREFORE, the parties indicate their agreement with the terms of this Addendum below.

**DBL ONE-TIME USER**

By: By:

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name:

Title: Title:

Date: Date:

**EXHIBIT E**

**PHYSICIAN RECRUITER ADDENDUM**

This Addendum (“Addendum”) pertains to and is made a part of the One Time Use Agreement (“Agreement”) between DBL, and One Time User. All undefined capitalized terms herein shall have the meanings ascribed to such terms as set forth in the Agreement.

WHEREAS, the DBL and the One Time User executed the Agreement for the Licensing of the AMA Physician Professional Data (“AMA-PPD”);

WHEREAS, the AMA wishes to restrict the use of the AMA-PPD by physician recruiters for telephone communications made to resident physicians while at their place of business;

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. One-Time User represents and covenants that One-Time User shall not use the AMA-PPD to contact Resident Physicians’ at their workplace for recruitment purposes. For purposes of this Addendum, “Resident Physician” shall mean an individual at any level in a graduate medical education program, including subspecialty programs.

2. One-Time User represents and covenants that One-Time User shall not use the AMA-PPD in conjunction with secondary data sources to contact Resident Physicians at their workplace for job recruitment purposes.

3. Upon any noncompliance with Section 1 herein, the DBL or the AMA shall have the right to exercise, in its sole discretion, all remedies set forth in the Agreement, including termination.

4. All other terms and conditions of the Agreement not altered by the foregoing are unaffected by this Addendum and shall remain in full force and effect.

Executed as of the date first set forth below.

**DBL ONE-TIME USER**

By: By:

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name:

Title: Title:

Date: Date: