

MGMA LOCAL AFFILIATION AGREEMENT

MGMA-ACMPE, dba Medical Group Management Association (“MGMA”) is a Colorado non-profit corporation and is the premier membership association for professional administrators and leaders of medical group practices. MGMA’s mission is to elevate the performance of medical practice leaders and their organizations by connecting members, building partnerships, setting standards for certification, advocating and improving systems that complement the delivery of affordable, quality patient care. MGMA is defined by administrator-physician leadership, driven by data, devoted to professional development and dedicated to advocacy for better healthcare policy.

MGMA and its diverse state and local affiliates blend together in collaboration and to form a mutually dependent and mutually beneficial force aligned with achievement of the MGMA mission. The purpose of this Agreement is to define the rights, duties and benefits of MGMA and its affiliates and their respective roles as they unite in pursuit of the mission.

In consideration of their shared aspirations and the mutual promises that follow, MGMA, _____ (“State Affiliate”) and _____ (“Local Affiliate”) bind themselves to each other as follows:

1. REPRESENTATIONS OF AFFILIATE.

(a) Organization Status. Local Affiliate is incorporated and in good standing under the laws of the state of _____ (hereafter referred to as “State”). Copies of Local Affiliate’s current Articles of Incorporation will be made available to MGMA and State Affiliate. To the extent that Local Affiliate is a tax-exempt organization, its tax exemption determination letter from the Internal Revenue Service is attached to this Agreement, unless already on file.

(b) Power and Authorization. Local Affiliate has the full right, power and authority to enter into and perform its obligations under this agreement, and the execution and delivery of this Agreement have been duly authorized by all necessary corporate action.

(c) No Violation of Law. Execution of this Agreement does not violate any law, contract or other agreement by which Local Affiliate is bound.

(d) Pending Claims. There is no litigation or proceeding pending or, to the knowledge of any of Local Affiliate’s officers, threatened against Local Affiliate.

(e) Commitment to Mission. Local Affiliate is committed to MGMA’s mission and the realization of MGMA’s vision. Among its purposes for existence is pursuit of the MGMA mission as described above.

2. REPRESENTATIONS OF MGMA.

MGMA represents to Local Affiliate that it is incorporated and in good standing under the laws of the state of Colorado. MGMA has the full right, power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement has been duly authorized by all necessary corporate action.

3. GRANT OF LOCAL AFFILIATE STATUS.

MGMA and State Affiliate by this Agreement confer upon Local Affiliate the status of MGMA's Local Affiliate. State Affiliate consents to MGMA's grant of Local Affiliate status. The term of this Agreement, and Local Affiliate's status as MGMA's Local Affiliate for State, shall commence on the date of this Agreement and terminate on December 31 of the same year. Unless earlier terminated this Agreement shall be automatically renewed for an additional term of one year unless either party provides to the other written notice of termination at least ninety (90) days prior to the end of the initial or then-current renewal term.

4. MGMA COVENANTS.

During the term of this Agreement, MGMA will abide by the following covenants and agreements:

(a) MGMA, through its employees and agents may from time-to-time undertake research and development of meaningful, current and forward-thinking content and knowledge around its mission and, as appropriate, will make such information available to Local Affiliate.

(b) MGMA may solicit, consider and, where appropriate, incorporate Local Affiliate's input and opinion on matters relating to the Affiliate relationship between MGMA and Local Affiliate.

(c) To symbolize Local Affiliate's commitment to the MGMA mission and vision, and to facilitate Local Affiliate's serving the MGMA mission in location of Local Affiliate, MGMA will confer on Local Affiliate certain limited rights to use the MGMA Trademark to identify Local Affiliate as an MGMA Local Affiliate, more particularly described below.

(d) MGMA will facilitate the offering of ACMPE credit for appropriate subject matter at Local Affiliate's Local Conferences.

(e) MGMA will encourage MGMA members within Local Affiliate's membership area to become members of Local Affiliate and refrain from any actions or conduct which would tend to discourage membership in Local Affiliate.

5. LOCAL AFFILIATE COVENANTS.

During the term of this Agreement, Local Affiliate will abide by the following covenants and agreements:

(a) Local Affiliate shall operate at all times in full compliance with all applicable statutes, laws, regulations, rules and other legal standards governing its performance. Local Affiliate shall at all times operate in a manner consistent with MGMA's stated mission and MGMA's published policies and guidelines as they exist from time to time, including without limitation, the Trademark License Agreement attached hereto as Schedule A, MGMA's [Principles of Alliance](#), [Intellectual Property Policy](#).

(b) Local Affiliate understands that MGMA publishes and makes available various content to its members and affiliates. Local Affiliate understands and agrees that it may not copy, reproduce or distribute any of MGMA's materials, such as newsletters, articles, survey tools and assessments, or other content, without first obtaining MGMA's written consent.

(c) Local Affiliate shall refrain from adopting policies or taking actions inconsistent with or contrary to MGMA's stated mission.

(d) Local Affiliate will encourage its members to become members of State Affiliate and of MGMA and refrain from any actions or conduct which would tend to discourage membership in MGMA or State Affiliate.

(e) Local Affiliate shall cause its President (or similar senior executive officer) and its President-Elect (or similar designated successor to its senior executive officer) to maintain membership in State Affiliate and shall encourage but not require them to be members of MGMA. Local Affiliate shall encourage or if required by State Affiliate cause the members of its governance team to be members of State Affiliate and MGMA.

(f) Local Affiliate shall encourage/facilitate Local Affiliate's members' participation in MGMA surveys conducted within State. Local Affiliate shall not conduct surveys under the Local Affiliate's corporate name or utilizing the MGMA name or trademarks in connection with any such survey, which covers subject matter and data which is included in the MGMA national surveys.

(g) Local Affiliate shall not use any MGMA survey or other data product or sell, license or transfer to any third party any MGMA survey or other data product except as expressly stated in terms of use accompanying the survey or data product or as otherwise allowed by MGMA's express written permission.

(h) Local Affiliate shall encourage its members to promote the value of MGMA's professional development programs, including the ACMPE designation, using messaging developed by MGMA delivered in accordance with MGMA's messaging protocols.

(i) Local Affiliate shall consider application to the Internal Revenue Service for status as a Section 501(c)(6) organization. Local Affiliate shall not be required to make application for Section 501(c)(6) status but is strongly encouraged to do so. If Local Affiliate is a tax-exempt organization, it will comply with all requirements necessary to maintain its tax-exempt status.

(j) Local Affiliate may engage in federal, state and local advocacy. Local Affiliate shall not be required to support or advocate MGMA's policy positions but, in view of the need to maintain consistent messaging under the MGMA logo, Local Affiliate shall avoid publicly challenging MGMA's policy positions or advocating opposing policy positions under the MGMA Trademark or logo and shall, when advocating policy positions opposed to MGMA's position, inform its audience that the views expressed are those of Local Affiliate – not MGMA.

(k) Local Affiliate shall be free to set its own agenda for activities which it deems best serve its mission and to create and provide benefits which it believes best serve its members; provided however, that Local Affiliate's engagement in or support of activities outside the MGMA mission shall in no case conflict with or detract from MGMA's mission, activities or initiatives or otherwise divide Local Affiliate's and Local Affiliate's members' loyalty to MGMA.

(l) Local Affiliate may engage in commercial activity to support its mission and the MGMA mission. However, Local Affiliate understands and agrees that it may not engage in any directly competitive activities with MGMA without first obtaining MGMA's written consent. For example (and without limitation), Affiliate may not resell MGMA products, content or data without first obtaining MGMA's written consent.

(m) Local Affiliate will use the MGMA and MEDICAL GROUP MANAGEMENT ASSOCIATION Trademarks in connection with its business only in accordance with MGMA's Trademark License Agreement, which is attached hereto as Schedule A and fully incorporated by this reference.

6. MEMBER CATEGORIES.

Local Affiliate is required to offer the following categories of membership in Local Affiliate.

(a) Active or Regular Member: An active or regular member is one who meets one of the following criteria for membership:

- (i) An individual who is directly employed in management or administrative support services by an entity formally organized to provide or facilitate the provision of healthcare services.
- (ii) An individual employed by a management organization, hospital/health system, practice management firm or other business entity responsible for managing any operational component(s) of an entity providing healthcare services. This includes consultants who are responsible for operations of one or more practices on an ongoing basis.
- (iii) Healthcare providers/clinicians who hold an active license in the state are also considered active members.

(b) Student Member. An individual who is pursuing a healthcare or business-related degree at an accredited institution of higher learning and does not qualify for any other member category.

(c) Qualified Persons. Local Affiliate shall accept as a member of the Local Affiliate any person who meets the qualifications contained in paragraphs (a) or (b) of this Section 6, who completes the Local Affiliate's application process, who meets defined eligibility criteria and who pays any required dues or fees for membership.

(d) Optional Member Categories. Local Affiliate may offer additional member categories as it determines appropriate, and may determine eligibility criteria, benefits, rights and dues for each such category of member.

7. RECOGNITION OF OTHER ORGANIZATIONS.

MGMA acknowledges that Local Affiliate may choose to recognize other organizations within its State formed to advance the profession of medical group practice management which meet the criteria established by Local Affiliate. Local Affiliate shall require such other organizations to comply with the obligations of the Local Affiliate under this Agreement if such organization uses the MGMA trademark of intellectual property in connection with its operation or name.

8. LOCAL AFFILIATE DISCLOSURE OF INFORMATION TO MGMA AND STATE AFFILIATE.

(a) Local Affiliate represents and warrants that there is not currently pending or threatened any claim or action against Local Affiliate. Local Affiliate will notify MGMA and State Affiliate immediately in writing if it is threatened with any claim or action or if any litigation, arbitration or other proceeding is filed which involves or may involve Local Affiliate.

(b) Promptly after completion of its annual elections, Local Affiliate shall provide to MGMA and State Affiliate the name and address of each of its new officers and directors.

9. INSURANCE.

(a) Liability. Local Affiliate agrees, at its own expense and at all times throughout the term of this Agreement, to maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and [\$1,000,000] in the aggregate with an insurance company acceptable to MGMA. The coverage provided under such policy shall be occurrence-based, not claims made. The insurance policy shall name MGMA and State Affiliate, their respective officers, directors, employees, and agents as additional insureds and, if applicable, shall require the insurance company to waive all rights or subrogation against MGMA and State Affiliates, their respective officers, directors, employees, agents, or consultants. Local Affiliate shall provide MGMA and State Affiliate with a certificate of insurance evidencing the required insurance coverage within 30 days after the date of this Agreement and annually thereafter. The certificate of insurance must state that the insurance carrier has issued the insurance specified, that such policies are in force, and that the insurance carrier will give MGMA and State Affiliate 30 days prior written notice of any material change in, or cancellation of, such policies.

(b) Other Insurance. MGMA strongly encourages Local Affiliate to purchase and maintain directors' and officers' liability insurance.

(c) Waiver of Subrogation. Each party to this Agreement hereby releases, waives and discharges any claim, demand, or cause of action that such party, its officers, directors, employees, agents, or consultants may have against any other party, its affiliates, officers, directors, employees, agents or consultants for any loss, damage, claim or cause of action of any kind covered under the insurance policies of such party or, in the case of Local Affiliate, coverable under the liability policy required hereunder.

10. MUTUAL INDEMNIFICATION.

(a) MGMA shall indemnify and hold Local Affiliate and its directors, officers, employees and agents harmless from any and all claims, actions, liabilities, demands, damages, and costs (including reasonable attorneys' fees and costs) (collectively, "Claims") arising from the acts or omissions of MGMA, except to the extent caused by Local Affiliate's own negligence or willful misconduct.

(b) Local Affiliate shall indemnify and hold MGMA and State Affiliate and their respective directors, officers, employees and agents harmless from any and all Claims arising from the acts or omissions of Local Affiliate, except to the extent caused, respectively, by MGMA's or State Affiliate's own negligence or willful misconduct.

11. TERM AND TERMINATION.

(a) Term of Agreement. The term of this Agreement shall be as stated in Section 3 above. Any party may terminate this Agreement, with or without cause, at any time upon ninety (90) days' notice to the other. In addition, this Agreement shall terminate immediately in the event of a termination of any State Affiliation Agreement to which MGMA and State Affiliate are parties. If this Agreement has not been terminated earlier, the term of this Agreement shall be automatically extended for one year unless either party provides notice of termination to the other at least ninety (90) days prior to the end of the then current term.

(b) Termination Upon Default. In addition to exercising any rights or remedies available hereunder or under applicable law, any party may terminate this Agreement immediately in the event of a material breach of this Agreement by another party if the non-defaulting party has given written notice to the defaulting party (and the other party to their Agreement) of such material breach and has not been cured within thirty days after receipt of such notice.

(c) Obligations Upon Termination. In the event of termination of this Agreement for any reason, all licenses granted hereunder shall cease immediately and each party shall promptly remove any hypertext link from its Web site to the other party's Web site. Local Affiliate agrees that it will promptly cease all use of the MGMA Names and the MGMA Local Affiliate Logo and will promptly change its name to remove all references to "MGMA" or "Medical Group Management Association." Local Affiliate shall, at MGMA's stated option, deliver to MGMA or destroy all promotional or other materials then in its possession or control using or displaying the MGMA Name and Logos or such other names or marks (e.g., ACMPE) which imply an affiliation between Local Affiliate and MGMA and shall promptly cease representing itself as an affiliate of MGMA.

(d) Survival of Obligations. To the extent that this Agreement contemplates (whether or not specified) that a party shall perform an obligation after termination of this Agreement, such obligation and all provisions of this Agreement relating to interpretation and enforcement thereof shall survive the termination of this Agreement.

(e) **NO CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS SUFFERED.**

12. MISCELLANEOUS.

(a) Dispute Resolution. It is agreed that in the event any controversy or claim arises out of or in relation to this Agreement or with respect to a breach hereof, the parties shall first endeavor in good faith to resolve the matter amicably through discussions among themselves. If the parties cannot so agree among themselves, in addition to their respective rights hereunder, they agree to following dispute resolution provisions. Any party may request in writing from the others confidential mediation by a mutually acceptable third party. If the parties cannot agree on such a person within five (5) business days after the written request for mediation is given or, within thirty (30) business days following engagement of a mediator the parties remain in disagreement, then any party may submit all controversies, claims and disputes arising from this Agreement to confidential binding arbitration in the county of Arapahoe, Colorado pursuant to the commercial arbitration rules of the American Arbitration Association then in force, or pursuant to such other rules or procedures to which the parties may agree in writing. Each party

shall bear its own costs in any mediation proceeding. In any arbitration proceeding, the prevailing party shall be entitled to receive from the non-prevailing party compensation for its attorneys' fees, expert witness fees and any other out of pocket expenses reasonably associated with any such arbitration proceeding. Notwithstanding the foregoing, each party shall have the right to seek injunctive relief in federal or state court pending invocation or conclusion of the noted dispute resolution process to preserve the status quo or if an act or omission of the other party threatens to cause immediate, irreparable harm.

(b) Relationship to the Parties. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or agency between MGMA and Local Affiliate or MGMA and State Affiliate. The relationship is one of independent contractors. No party is liable for the debts, liabilities or obligations of any other, nor may any party incur or enter into any debts or liabilities on behalf of any other. Nothing in this Agreement is intended to imply that MGMA is doing business in the state or geographical locality of State Affiliate or Local Affiliate, and no obligations of MGMA pursuant to this Agreement shall require MGMA to conduct business in such locality.

(c) Assignment. The licenses and all rights and duties granted hereunder are personal to Local Affiliate and shall not be assigned by Local Affiliate or by operation of law, without MGMA's prior written consent. Without limiting the foregoing, this Agreement will fully bind and inure to the benefit of each party and its respective successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

(e) Entire Agreement. This Agreement (which hereby incorporates by reference MGMA's Principles of Alliance and Intellectual Property Policy, to which a website link is contained in Section 5(a) and Schedule A attached hereto) constitutes the entire agreement among all of MGMA, State Affiliate and Local Affiliate and supersedes all prior and existing agreements and undertakings of such three parties pertaining to the subject matter of this Agreement, including but not limited to, that certain Local Chapter Affiliation Agreement by and among Local Affiliate, State Affiliate and MGMA. This Agreement does not affect in any manner that certain Affiliation Agreement between MGMA and State Affiliate nor any agreement between State Affiliate and Local Affiliate only. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by or on behalf of all parties to the Agreement. Notwithstanding the foregoing, updates or changes made by MGMA to extrinsic documents incorporated herein by reference shall not be deemed an amendment or modification of this Agreement.

(f) Notices. All notice required or permitted to be given immediately after this shall be in writing, and may be personally served, sent by facsimile, sent by courier service, or by regular United States mail, return receipt requested, with proper postage prepaid, and shall be deemed to have been given: (a) in the case of personal service, on the date of such personal service; (b) in the case of facsimile, upon receipt of a confirmation page by the sending party; (c) in the case of courier service, on the first day following deposit with such courier service; or (d) in the case of the United States mail, upon the sender's receipt of the return receipt. For this purpose, the proper mailing address of the parties (until notice of change is served as provided in the preceding sentence) shall be as follows:

MGMA:
Medical Group Management Association
104 Inverness Terrace East
Englewood, CO 80112-5306
Attn: _____

STATE AFFILIATE address:

LOCAL AFFILIATE address:

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and will, when taken together, constitute this Agreement, notwithstanding that each party is not a signatory to the same counterpart. This Agreement may be executed by facsimile signatures.

(h) Waiver. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other prior, subsequent or continuing breach of the same provision of this Agreement.

(i) Severability. If any provision of this Agreement shall, for any reason, be held invalid or illegal in any respect, such inability or illegality shall not affect the validity or the illegality of this Agreement itself, and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision. If such provision cannot be amended so as to be valid and enforceable, then such provision is severable from this Agreement, and the remaining provisions of this Agreement shall remain valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective as of the day and year first above written.

MGMA-ACMPE, dba Medical Group Management Association

MGMA Representative, print name and title

MGMA Representative signature

Date _____

State Affiliate Name

State President, print name

State President, signature

Date _____

Local Affiliate Name

Local President, print name

Local President, signature

Date _____

SCHEDULE A - TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement is by and between MGMA-ACMPE dba Medical Group Management Association, a Colorado non-profit corporation (“MGMA”), Local Affiliate and State Affiliate named in this Local Affiliation Agreement.

By entering into the Local Affiliation Agreement, Local Affiliate agrees to all of the following terms and conditions if it uses MGMA’s Trademarks (as defined herein).

(a) **Grant of License.** Subject to the terms and conditions of this Agreement, the Local Affiliation Agreement, MGMA’s Intellectual Property Policy and any other brand guidelines that MGMA adopts from time to time, MGMA hereby grants to Local Affiliate and Local Affiliate hereby accepts a non-exclusive, non-transferable, limited license (without the right to sublicense) to use the MGMA and MEDICAL GROUP MANAGEMENT ASSOCIATION trademarks (“MGMA Trademarks”) in Local Affiliate’s own local affiliate logo and trademark. Local Affiliate may use the MGMA Trademarks only in connection with Local Affiliate’s medical group practice management professional association that is affiliated with MGMA and only in compliance with MGMA’s quality standards and usage guidelines. Local Affiliate may not use the MGMA Trademarks for any other purpose or in any other manner without MGMA’s prior written consent.

(b) **Standards of Quality.** MGMA may periodically amend its: (i) standards of quality for the goods and services offered by Local Affiliate in association with the MGMA Trademarks; and (ii) its mandatory usage guidelines relating to acceptable uses of the MGMA Trademarks. Local Affiliate agrees to meet all of MGMA’s standards of quality and mandatory usage guidelines.

(c) **Inspection & Approval.** Upon request, Local Affiliate shall submit representative samples or detailed descriptions to MGMA of all labels, advertisements, web sites and promotional materials bearing the MGMA Trademarks (“Specimens”) and shall, at its sole cost and expense, make any such changes to the Specimens directed by MGMA and/or cease using the MGMA Trademarks in connection with any goods, services or Specimens that do not meet MGMA’s standards of quality. MGMA shall be the sole judge of whether or not Local Affiliate has met or is meeting MGMA’s standards of quality and/or mandatory usage guidelines. If MGMA believes that Local Affiliate is not in compliance, MGMA may demand that Local Affiliate cease use of the MGMA Trademarks, and Local Affiliate will immediately cease all use of the MGMA Trademarks.

(d) **Compliance with Applicable Laws.** Local Affiliate is solely responsible for the compliance with all applicable laws and regulatory standards regarding the operation of its business and the use of the MGMA Trademarks. MGMA's approval of Local Affiliate’s materials or logos in no way affects, alters, diminishes or waives Local Affiliate’s obligations hereunder or under Local Affiliate’s obligation to indemnify MGMA as set forth herein below.

(e) **Limitations.** Local Affiliate shall not: (i) use or permit others to use the MGMA Trademarks in any manner that may dilute or adversely affect the value and distinctiveness of the MGMA Trademarks; (ii) use or take any action that may associate the MGMA Trademarks with any illegal, offensive, obscene, immoral, or improper purpose or action; (iii) do anything inconsistent with MGMA’s intellectual property rights in the MGMA Trademarks; (iv) use any

MGMA Trademarks to directly compete with MGMA without MGMA's written permission; or (v) use or permit others to use the MGMA Trademarks except as expressly permitted herein.

(f) **Ownership of Marks.** MGMA expressly reserves the sole and exclusive ownership of the MGMA Trademarks and all rights relating thereto. Local Affiliate hereby acknowledges that MGMA is the sole and exclusive owner of the MGMA Trademarks and agrees not to challenge at any time, directly or indirectly, the rights of MGMA thereto or the validity or distinctiveness thereof. Local Affiliate further agrees not do any act that will prejudice, affect, impair or destroy the title and interest of MGMA in and to the MGMA Trademarks. Use of the MGMA Trademarks by Local Affiliate under this Agreement shall inure to the benefit of MGMA. Local Affiliate will not seek to federally register any of its own trademarks incorporating the MGMA Trademarks without first obtaining MGMA's express written authorization.

(g) **Confidentiality.** Local Affiliate shall: (i) hold this Agreement, all technical specifications for the use of the MGMA Trademarks provided by MGMA, and other information that MGMA designates (either orally or in writing) as confidential or proprietary (collectively "Confidential Information") in strict confidence; (ii) not use any Confidential Information except in carrying out its relationship with MGMA; (iii) restrict disclosure of the Confidential Information to Local Affiliate's employees and representatives with a need to know (and advise such employees and representatives of the obligations assumed herein); and (iv) not disclose the Confidential Information to any other third party without MGMA's prior written approval. If Local Affiliate is required to disclose any of MGMA's Confidential Information in response to legal process, Local Affiliate shall provide MGMA with advance notice of the subpoena or other legal compulsion prior to disclosing the information to allow MGMA to seek relief from disclosure.

(h) **Similar Marks.** Other than its use of the MGMA Trademarks, Local Affiliate agrees not to use, at any time, any trademark, trade name or other designation which is confusingly similar to the MGMA Trademarks and agrees to notify MGMA of any similar uses by third parties.

(i) **Notice of Infringement.** If Local Affiliate knows that any person, firm or corporation is infringing the MGMA Trademarks, Local Affiliate will promptly notify MGMA and cooperate fully with MGMA in the defense and protection of the MGMA Trademarks. MGMA reserves the right to protect and/or defend, at its own expense, all suits involving the MGMA Trademarks and the protection thereof. Local Affiliate shall have no right to prosecute or defend the MGMA Trademarks if MGMA chooses not to do so.

(j) **WARRANTIES**

- a. MGMA GIVES NO WARRANTY, WHETHER STATUTORY, EXPRESS, OR IMPLIED, WITH RESPECT TO THE MGMA TRADEMARKS, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MGMA BE LIABLE TO LOCAL AFFILIATE FOR LOSS OF PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA, INTERRUPTION OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES,

OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY, EVEN IF MGMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b. Local Affiliate hereby warrants that any goods and services provided by it in connection with the MGMA Trademarks shall be of good quality, free of defects in design, materials, workmanship and shall comply with all applicable laws, safety standards, and MGMA's quality standards. Local Affiliate agrees to indemnify, defend, and hold harmless MGMA, its agents, officers, directors and employees from and against any and all loss and expense arising out of Local Affiliate's breach of this Agreement or any of Local Affiliate's warranties contained herein.

(k) **Injunctive Relief.** Local Affiliate acknowledges that any breach of the trademark or confidentiality obligations herein will reduce the value of the MGMA Trademarks and/or MGMA's Confidential Information. Local Affiliate further acknowledges that it would be difficult to accurately measure damages and injury to MGMA from any such breach by Local Affiliate or its agents and that damages alone would not be an adequate remedy. Accordingly, in addition to any other rights it may have at law or in equity, MGMA shall be entitled to injunctive relief if Local Affiliate or its agents breach any of the trademark or confidentiality provisions of this Agreement. Local Affiliate hereby expressly waives: (i) the defense that a remedy in damages will be adequate; (ii) any bond requirement in an action for injunctive relief; and (iii) any requirement to show actual damages in an action for injunctive relief.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective as of the day and year first above written.

MGMA-ACMPE dba Medical Group Management Association

MGMA Representative, print name and title

MGMA Representative, Signature

Name of State Affiliate: _____

State Affiliate President, print name and title

State Affiliate President, Signature

Name of Local Affiliate: _____

Local Affiliate President, print name and title

Local Affiliate President, Signature