

**Last Updated: May 2026**

## **DATA SERVICES AGREEMENT**

This Data Service Agreement (collectively with the Order Form and any other terms or agreements referred to in the Order Form, the “**Agreement**”) is entered into on the date set forth in the Order Form (the “**Effective Date**”) between **MGMA-ACMPE**, a Colorado nonprofit corporation, with a place of business set forth on the Order Form (“**MGMA**” or “**Company**”) and the Customer listed on the Order Form (“**Customer**”). This Agreement includes and incorporates an order form from MGMA (the “**Order Form**”), or any additional Order Forms agreed to by the Parties, as well as any terms and conditions or agreements referenced herein or in the Order Form. There shall be no force or effect to any different terms of any related purchase order or similar form provided by the Customer or its Affiliates even if signed by the parties after the date hereof unless the parties expressly agree such terms override or amend this Agreement. MGMA and the Customer sometimes are referred to in this Agreement collectively as the “**Parties**” and each individually as a “**Party**.”

This Agreement contains the terms upon which MGMA provides Customer (or its Authorized Users) with access to, use of, and analysis of MGMA’s Data (defined below) and Services (defined below) as well as a Customer’s use of DataDive (defined below) pursuant to the terms of the Order Form. Strict adherence to the terms of this Agreement and the applicable Order Form is required by Customer or its Authorized Users at all times. Failure to comply with or a violation of the terms in the Agreement shall entitle MGMA to the remedies set forth in this Agreement.

Access to DataDive and the Data is provided through an authorized link or user account. MGMA may update these Terms from time to time by notifying you of such changes by any reasonable means, including by posting the revised Agreement within your account login.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING DATADIVE, THE DATA AND SERVICES PROVIDED BY THE COMPANY. BY ACCESSING THE DATA, YOU (I) EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY THESE TERMS, (II) REPRESENT THAT YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (III) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER OR OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT. SHOULD YOU NOT ACKNOWLEDGE AND AGREE TO THIS AGREEMENT, YOU MUST IMMEDIATELY DISCONTINUE ACCESS TO THE DATA AND YOUR ACCOUNT.

**YOU ONLY HAVE THE RIGHTS TO ACCESS AND USE THE DATA AND DATADIVE AS EXPRESSLY GRANTED IN THIS AGREEMENT.**

1. **Definitions:**

- a. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- b. “**Aggregated Statistics**” means data and information related to MGMA’s provision, and Customer’s use, of DataDive, the Data, Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom) that is aggregated and deidentified.
- c. “**Authorized User**” means Customer’s employees who are authorized by Customer to access and use the Data, DataDive and/or Services under the rights granted to Customer as set forth on the Order Form and if applicable supplied with a user identification and password by Customer or on Customer’s behalf. Access by any individuals or entities that are not direct employees or individual persons that are independent contractors of

Customer shall only be permitted pursuant to a separate written agreement between Customer, such third party and Company.

- d. **“Confidential Information”** means any and all trade secrets of a Party as well as all of its confidential or proprietary technical, commercial, and other data, specifications, software, documentation, processes, inventions, know-how, methods and other information, developed or acquired by such Party, which may or may not be patentable, or constitute the basis of patentable inventions, or be subject to copyright protection, and which such Party considers proprietary or confidential to the products, business, third-party relationship, or prospects of such Party, whether or not such information is marked as “proprietary” or “confidential”. Confidential Information expressly includes all Data which is Confidential Information of MGMA. Confidential Information containing or involving Data is considered **“Trade Secrets”** as defined in Colorado Revised Statutes, Sections 7-74-102 and 18-4-408(2)(d), as amended, of MGMA because, among other things, it contains unique and valuable information, the secrecy of which Company has taken steps to protect, and is composed of designs, formulas, improvements, listings of information, business and financial information and training, which is not generally known but for the authorized licensed access from Company, and for which Company has invested substantial effort time and money to give Company a competitive advantage in the highly competitive healthcare industry and if disclosed shall result in substantial and significant harm to Company and its Customers.
- e. **“Customer Data”** means, other than Aggregated Statistics, the identified and specific data or information that is submitted, uploaded or otherwise transmitted by or on behalf of the Customer or its Authorized User through DataDive or the Services to Company during the Term. For clarity, Customer Data does not include Data and it does not include any information or data Customer may provide to Company in connection with any survey or specialized or customized services offered by Company that de-identifies such information or data or results in such information or content being incorporated into the Data.
- f. **“Data”** means all proprietary data and materials made available by MGMA whether independently or through DataDive, including but not limited to which includes, statistical tables, reports, summaries, research findings, aggregations, calculations, data, data analysis, and formulas, and all other information and materials accessible through MGMA, whether digital, electronic, written or physical copies including offline resources.
- g. **“DataDive”** means that certain online benchmarking resource and platform available solely from the Company to authorized licensed Customers and its Authorized Users that provides access to Data including but not limited to datasets, reporting, and search functionality within the Data.
- h. **“Derivative Works License”** is a right to create and distribute derivative tools from the Data or DataDive or the right to use Data in specified ways for specified uses.
- i. **“IP Rights”** means all forms of intellectual property rights and protections currently existing or hereafter recognized, developed or acquired, whether arising under the laws of a specified jurisdiction or granted by contract, license or otherwise, including without limitation all: (i) inventions and discoveries (whether or not patentable and whether or not reduced to practice), utility models, and all related patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress and logos, together with all adaptations, derivations and combinations thereof and associated goodwill, and all applications, registrations and renewals in connection therewith; (iii) copyrightable works, copyrights and applications, registrations and renewals in connection therewith; (iv) trade secrets, know-how, technical information, technology, methodologies and processes, rights in databases and rights to proprietary information; (v) computer software (including source and executable code, databases and related documentation), firmware, and

development tools; (vi) moral rights, privacy rights, publicity rights and other proprietary and/or intellectual property rights; (vii) tangible and intangible embodiments of the foregoing in all forms and media; and (viii) improvements, modifications, translations, enhancements and derivative works based on the foregoing.

- j. **“Service”** means the providing of the access to DataDive, customized reports contracted and requested by Customers or Authorized Users of Data, Derivative Works created by the Company for Customers or its Authorized Users, consulting or training services in connection with the use of DataDive, the Data, or any analysis of the same, as well as any separately contracted or requested services from Company.
- k. **“Third-Party Products”** means any third-party products provided with or incorporated into the Services.
2. **Purpose.** The purpose of this Agreement is to grant Customer access to Data and/or DataDive (including the Data) and any other Services identified on the Order Form. Customer acknowledges and agrees that MGMA invests considerable time and resources in gathering, analyzing, creating, organizing, arranging, selecting, correlating, compiling and developing its Data and that the Data is highly valuable to MGMA and MGMA takes great steps to protect its Data. MGMA provides access to its Data only to individuals and companies who specifically agree to maintain the confidentiality of the Data and to limit their disclosure and use of the Data as provided for herein. MGMA’s Data may not be used by any individual or company without first obtaining a license from MGMA. Customer expressly acknowledges and agrees that the Data is owned by and valuable to MGMA and is subject to all the restrictions of this Agreement. **By signing the Order Form and accessing and/or receiving the Data, Customer expressly agrees to the specific limitations on use of the Data and to protect all Data from unauthorized disclosure and use.**
3. **License Term and Scope.** In consideration of the Fees paid by Customer under this Agreement and Customer’s strict compliance with the terms of this Agreement and any Order Form, Company agrees to provide Customer access to the Data, DataDive and the Services as specified in the Order Form. Subject to the terms and conditions of this Agreement, Company hereby grants Customer a non-exclusive, non-transferable, limited, revocable, worldwide right, and agrees to permit Authorized Users, to access and use (i) the features and functions of DataDive, (ii) the Data, and (iii) the Services (if applicable) in accordance with the terms and conditions of the Agreement and the Order Form, solely in connection with the Customer’s internal business operations and solely during the Term. In no event shall Customer or any Authorized User have any right and it shall be prohibited from any commercial time-sharing, rental, outsourcing, sublicensing, distribution or sub-distribution or service bureau use or similar use of the Data, DataDive or any Services. Company shall have the full right to use the IP Rights in DataDive, Data or the Services for any purpose in the Company’s sole discretion, including the right to make changes, modifications, and/or enhancements to DataDive or the Data from time to time unless such changes, modifications, and/or enhancements materially lessen the access to DataDive, as judged by the Company in its reasonable discretion.
4. **Access and Customer Security.** As promptly as possible after executing this Agreement, Company shall provide to Customer the necessary passwords and network links or connections to allow Customer and its Authorized Users to access DataDive (the **“Access Protocols”**). Customer acknowledges and agrees that, as between Customer and Company, Customer shall be responsible for all acts and omissions of each Authorized Users, and any act or omission by an Authorized User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer may not authorize any other parties, whether contractors, clients, or agents who are not direct employees of Customer to access Data or DataDive as an Authorized User under Customer’s account, except as may be expressly set forth on any Order Form with the consent of MGMA.

5. **Usage Restrictions.** The rights granted to Customer in the Agreement are subject to Customer's authorization and payment of all Fees for its use and its Authorized Users use and access to Data and DataDive, as well as the following restrictions: Customer shall not, and shall not permit any Authorized User to: (a) license, sell, rent, lease, transfer, assign or otherwise make available DataDive, Data, or the Services or any documentation associated with the foregoing available to any third party; (b) modify, copy, make derivative works of, disassemble, reverse compile, or reverse engineer any part of DataDive, Data or the Service; (c) take any action or subject DataDive, Data, or the Services to any testing or interference that may disrupt, delay or otherwise interfere with the performance of the DataDive, Data, or the Services without the prior written consent of the Company, including but not limited to unauthorized penetration or similar testing; (d) circumvent, bypass, or breach any security, confidentiality, or access control protection used for, paired with, or contained in DataDive, Data or the Service; (e) make any unauthorized use, resale or commercial exploitation of any part of DataDive, Data, or the Services; (f) remove, obscure, or alter any notice of any IP Right or proprietary right appearing on or contained within any of DataDive, Data, or the Services; (g) use DataDive, Data, or the Services to send spam or unsolicited messages in violation of any laws, or send, upload, use or store any material containing viruses, worms, Trojan horses or any other malicious or harmful computer code, file, script, agent or program with DataDive, Data, or the Services, or upload or transmit any information, data or material to or from DataDive, Data, or the Services that infringes any third party rights, is threatening, libelous, or violates any third party privacy rights; (h) interfere with DataDive, Data, or the Services or gain unauthorized access to DataDive, Data, or the Services; (i) directly or indirectly, use any AI technology, including machine learning models, natural language processing systems, automated BOTs and data scraping or other AI technologies now existing or to be developed in the future, to access, analyze, or interpret any Data or content from DataDive, Data or the Service (as applicable). This includes third-party AI services or proprietary models developed by Customer. MGMA provides no warranties regarding the accuracy, reliability, or suitability of its Data for use with AI systems and will not be held liable for any outputs, results, consequences, or damages arising from the use of AI technology with DataDive, Data or the Service, including without limitation inaccuracies, errors, or unintended outcomes; or (i) except as expressly authorized in the Order Form, copy, download, or reproduce a material portion of the Data or copy, download, or reproduce Data to use, reference or build modeling or reports for more than one Customer. Customer shall ensure that its use and its Authorized User's use of DataDive, Data, or the Services complies with all applicable laws, statutes, regulations or rules and shall not use or compile any of DataDive, Data, or the Services for the purpose of any illegal activity. **NOTE: MEDICAL SCHOOLS, INTEGRATED HEALTHCARE SYSTEMS, HOSPITALS, AND HEALTHCARE PROVIDERS WITH MULTIPLE TAX IDENTIFICATION NUMBERS MUST PURCHASE AN ORGANIZATIONAL MEMBERSHIP FOR THE IDENTIFIED ENTITIES ON THE ORDER FORM.** The rights granted under this Agreement do not permit Customer, any Authorized User or any person the right to copy entire Data reports or materials, or comprehensive sets of Data, or provide Data to any entity, person or party other than as expressly permitted herein or in any Order Form. In the event of Customer is a consulting firm or business service firm licensing rights to the Data or DataDive for the purpose of supporting their work with medical practices, such entity may provide the minimum necessary amount of the Data to illustrate the entity's conclusions, findings or summaries for its reports and analysis in individual client engagements. The grant of rights herein does not permit any user to copy entire Data reports or materials and provide them to its clients. If any user has any questions as to the amount of materials that can be used or if a significant portion of the materials will be used, such user should contact MGMA for prior approval. Customer shall contact MGMA with any questions regarding use of Data or Services that extend beyond discrete use and access for Customer's organization and obtain prior approval on an Order Form for any such use.
6. **Additional Usage Requirements.**
- a. **Customer must appropriately cite the data source when publishing or reproducing any Data in any report, document, or other export of Data, using the correct year and data set (an example is as follows):**

- i. Source: 2026 MGMA DataDive Financials and Operations. Used with permission from MGMA. © 2026. [www.mgma.com/data](http://www.mgma.com/data)
    - ii. Source: 2026 MGMA DataDive Provider Compensation. Used with permission from MGMA. © 2026. [www.mgma.com/data](http://www.mgma.com/data)
    - iii. Source: 2026 MGMA DataDive Management and Staff Compensation. Used with permission from MGMA. © 2026. [www.mgma.com/data](http://www.mgma.com/data)
  - b. Neither Customer nor Authorized User will share its passwords to DataDive with any other person or entity (including any of Customer's clients if Customer is a consultant).
  - c. Customer will not publicly display or disclose the Data, except as expressly permitted or authorized on the Order Form or in a written agreement with MGMA.
  - d. Customer will not use the Data in any commercialized products or tools unless Customer acquires a Derivative Works License from Company. For example, Customer may not use Data in any algorithms or programs to provide commercial products or services to others, even if the Data is combined with other data sources. Such use is directly competitive to MGMA and is prohibited unless Customer obtains a Derivative Works License from MGMA.
  - e. Customer will not use the Data in any way that is adverse to MGMA's proprietary rights in the Data or to compete with MGMA.
  - f. Customer will not use the Data for any purpose other than expressly allowed in this Agreement.
  - g. Customer will not attempt to re-identify any of the Data or contact any subject or associated medical practice group whose information may be contained within Data.
  - h. Customer will not use the Data for any unlawful purpose or otherwise exploit, in any form or manner whatsoever, all or any portion of the Data or DataDive.
  - i. Customer will not permit, assist, or encourage (directly or indirectly) any third party to do any of the above acts.
7. **MGMA Security.** Customer acknowledges and agrees that Company shall have the right and authority to take all reasonable steps appropriate and/or necessary to protect the security and integrity of DataDive, Data, or the Services as judged in Company's reasonable discretion which may include temporary suspension of DataDive, Data, or the Services if: (a) anyone that has violated or attempts to violate the provisions of Sections 5 or 6; (b) there is a potential threat to or attack on DataDive, Data, or the Services; (c) equipment malfunctions; (d) periodic maintenance procedures or repairs which Company may undertake from time to time; (e) failure of telecommunications or internet connectivity; or (f) causes beyond the control or not foreseeable by Company. In such instances, Company will promptly notify Customer of such suspension and the steps taken by Company in connection with such suspension and if the cause is due to a third-party threat, the Company will make reasonable efforts to resolve the same and restore DataDive and Services as promptly as possible. In its discretion given the terms of this Agreement, Company may implement technological protection measures and digital rights management functionality to maintain and enforce Company's rights to control its intellectual property rights in DataDive, Data, and the Services, including measures and functions to limit access, reproduction, preparation of derivative works, distribution, or display of the Data. Company may also suspend or temporarily revoke Customer's access or use of DataDive, Data, or the Services for any account for which any payment is due but remains unpaid after fifteen (15) days prior written notice of such delinquency. Customer agrees that Company shall not be liable to Customer, or to any third party, for any suspension of DataDive, Data, or the Services resulting from Customer's non-payment of the fees as described in this Section.

8. **Confidentiality.**

- a. Confidential Information. Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose Confidential Information relating to the Disclosing Party’s business or related to Data or DataDive. The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Confidential Information.
  
- b. Confidentiality Obligations. Customer and Company agree that the Confidential Information disclosed to one another shall be used only for performing their obligations under this Agreement or exercising any rights under this Agreement in strict accordance to the terms of this Agreement. Neither Customer or its representatives nor Company or its representatives shall disclose (orally, in writing, by press release or by public disclosure of any kind or otherwise) to any person inside or outside the Receiving Party’s organization (other than the Receiving Party’s representatives, in their capacity as such, and on a need-to-know basis to allow the Receiving Party to perform its obligations under this Agreement or exercise any rights under this Agreement, and only to those who have assumed an obligation to the Disclosing Party to act in accordance with the provisions of this Agreement) any Confidential Information except: (i) to comply with any then-current federal, state or local law, rule or regulation so long as prior to any such required disclosure, the Receiving Party provides the Disclosing Party with the greatest notice reasonable under the circumstances, so the Disclosing Party may seek a protective order or other appropriate remedy; (ii) to the extent necessary to comply with the valid order of an administrative agency or a court of competent jurisdiction so long as prior to any such required disclosure, the Receiving Party provides the Disclosing Party with the greatest notice reasonable under the circumstances, so the Disclosing Party may seek a protective order or other appropriate remedy; (iii) in order to enforce its rights pursuant to this Agreement in an arbitration proceeding or proceeding in a court of competent jurisdiction; or (iv) if agreed to in writing in advance by the Disclosing Party. In any event, the Receiving Party will disclose only that portion of such Confidential Information as is legally required to be furnished (or the portion of such Confidential Information authorized by the Disclosing Party in writing) and will exercise reasonable efforts to obtain the highest level of confidential treatment available under the circumstances for any Confidential Information being disclosed. The Receiving Party shall use the same degree of care to protect the secrecy and confidentiality of the Confidential Information as it uses to protect its own confidential information, and in all events at least a reasonable degree of care. The Receiving Party shall cause all of Receiving Party’s representatives who receive Confidential Information to observe the requirements applicable to Receiving Party with respect to such Confidential Information. On the expiration or termination of the Agreement, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret, such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.
  
- c. Continuing Obligation. The terms and obligations pertaining to confidentiality in this Agreement shall remain in full force and effect after the termination or expiration of this Agreement, unless the Disclosing Party expressly agrees in writing to release all or part of its Confidential Information from the restrictions imposed by this Agreement before such period has elapsed.

d. Aggregated Statistics. Notwithstanding anything to the contrary, Company and its subcontractors shall have the right to collect and create Aggregated Statistics, including through monitoring Customer's use of DataDive. No other rights to create derivative works from Customer Data are granted to Company. As between the Parties, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong and are retained solely by MGMA. Solely for Customer's awareness and without limiting Company's right, title or interest in Aggregated Statistics, Company will be free (during and after the Term hereof) to use Aggregated Statistics: (i) to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, (ii) in connection with its benchmarking and analytics services, provided that such use complies with applicable law; and (iii) make Aggregated Statistics publicly available in compliance with applicable law.

9. **Marking / Attribution.** If Customer or Authorized Users provide any portion of the Data to any of its officers, employees or clients in compliance with the terms of this Agreement, it must clearly and conspicuously mark the Data or reports with the following notices:

- a. the Data is proprietary and is owned by MGMA; or
- b. the employee/officer/client may not publish, distribute, or copy the Data, create any tools with the Data or use the Data in any other manner without first obtaining MGMA's prior written permission.

Failure to provide such notices will constitute a material breach of this Agreement.

10. **Privacy Policy; De-identification of Data.**

- a. MGMA employs commercially reasonable physical, administrative, and technical controls to protect Customer Data in MGMA's possession in accordance with its Privacy Policy available at <https://www.mgma.com/privacy-policy>, or such other location as MGMA may update from time to time upon notice to Customer.
- b. Moreover, MGMA takes steps to De-identify the Data it provides under this Agreement.
- c. As used herein: (i) "**De-identify**" means that data cannot reasonably be used to infer information about, or otherwise be linked to, an Identified or Identifiable Individual, or a device linked to such an Individual, if MGMA: (A) takes reasonable measures to ensure that the data cannot be associated with an individual; (B) publicly commits to maintain and use the data only in a de-identified fashion and not attempt to re-identify the data; and (C) contractually obligates any recipients of the data to comply with the requirements of this Section; and (ii) "**Identified or Identifiable Individual**" means an individual who can be readily identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, specific geolocation data, or an online identifier.
- d. Further, MGMA does not intentionally include any Protected Health Information ("**PHI**") as defined by the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") in any Data provided under this Agreement. If Customer finds that personally identifiable information or PHI has been inadvertently included in the Data, Customer and its Users shall immediately cease use of and access to such information. Customer shall immediately notify MGMA of the same and shall destroy the personally identifiable information and PHI as directed by MGMA.

11. **Equipment & Connectivity.** Customer shall be solely responsible for providing, maintaining and ensuring compatibility with DataDive, all hardware, software, electrical and other physical requirements for Customer's use of DataDive and Data including, without limitation,

telecommunications and internet access connections and links, web browsers, software or any other equipment, programs and services required to access and use DataDive and Data.

12. **Custom Services.** THIS PROVISION APPLIES ONLY IF CUSTOMER ORDERS CUSTOM RESEARCH AND ANALYSIS SERVICES AND DATA FROM MGMA IN WRITING: If Customer orders Services from MGMA with the intention of using or publishing the summary data and findings, as expressly specified on the Order Form (“**Findings**”), the following terms and conditions apply:
- a. Development. MGMA and Customer will jointly analyze the applicable Data and create the Findings. The parties will agree to the individuals who will engage in the analysis and development of any Findings. Customer agrees to include only summaries of Data in any Findings and will not include any actual Data.
  - b. Publication. Customer shall not publish any Findings or Data (or summaries of Data or any other derivative works from the Data) without first obtaining MGMA’s express written approval. Customer shall submit to MGMA a copy of all Findings by written notice for review and approval prior to Publishing. MGMA shall use reasonable good faith efforts to approve or disapprove Customer’s publication of Findings, and provide written notification to Customer thereof, within sixty (60) days after MGMA’s receipt of Customer’s request. However, MGMA’s failure to provide such approval or disapproval will not be deemed disapproval or approval, and will not be deemed a breach of this Agreement. MGMA may approve or disprove any requests for publication in its sole discretion. MGMA’s review of the Findings will include, without limitation, assessments of:
    - i. Non-competition: assuring that Customer is not providing Data in the Findings that will reduce sales or otherwise compete with any MGMA (or MGMA affiliate) product or service, whether now existing or hereafter developed. MGMA further reserves the right to limit, in its sole discretion, the amount of summary Data included in the Findings to comply with MGMA’s then-current policies regarding the use of Data;
    - ii. Confidentiality: assuring that Findings will not identify individual Data subjects or their associated medical practice groups and that confidentiality of the Data, Data subjects and associated medical practice groups, will be maintained; and
    - iii. Compliance with Agreement: assuring that Findings comply with this Agreement.
  - c. Attribution. To the extent MGMA agrees in writing that any Findings may be published, both MGMA and Customer will be credited as researchers. MGMA will be credited as the source of the Data. Notwithstanding the foregoing, MGMA reserves the right to disassociate itself from any Findings in its sole discretion. In the event MGMA elects to disassociate from any Findings, it will provide Customer with written notice and Customer shall then remove all references to MGMA from any Findings promptly, but no later than sixty (60) days after MGMA’s notification.
13. **Payments.** In consideration for access to the Data and the license granted herein, Customer agrees to pay MGMA a fee in the amount specified in the Order Form for the access to DataDive and Services (if applicable) (the “**Fees**”). Such Fees will be due and payable upon execution of this Agreement and receipt of the invoice from MGMA. The right to access DataDive and the Data shall commence upon execution of the Agreement. In the event that Customer fails to timely make any payment to MGMA which is due under this Agreement, such outstanding amount will bear interest at the rate of one and one half percent (1.5%) per month or the highest percentage allowed by applicable law, whichever is lower, from the date the payment was due until paid, except as otherwise provided in the Order Form. Fees for each Term are non-cancelable and all paid Fees are non-refundable. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than thirty (30) days after the closing date on the first billing

statement in which the error or problem appeared, in order to receive an adjustment or credit. Discounts and or credits may apply to the Fees in connection with Customers that participate in MGMA's surveys. Discounts or credits will be reflected on the Order Form. Customer shall be responsible for all taxes associated with use of Data, DataDive or Services other than U.S. taxes based on Company's net income. Customer shall reimburse Company for all reasonable costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees. If Customer is not current on its payments under this Agreement or Order Form, MGMA may in its sole discretion suspend or terminate any rights Customer or Authorized Users have under this Agreement.

14. **Term and Termination.**

- a. Term. The term of this Agreement will commence on the Effective Date and will continue for the period of 1 year unless otherwise stated on the Order Form attached hereto (the "**Initial Term**" or "**Term**"), unless earlier terminated in accordance with this Section 14. If Customer terminates this Agreement or any Order Form other than pursuant to an uncured breach by MGMA under Section 14(b) or upon an expiration of this Agreement or an Order Form, then within fifteen (15) days following such termination by Customer with respect to any terminated Order Form, Customer will pay MGMA an amount equal to the total remaining unpaid Fees payable under the applicable terminated Order Form for the remainder of the period specified in the Order Form if not already paid. The Parties intend that payment of the amount in the foregoing sentence constitutes compensation, and not a penalty.
- b. Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30)-day period.
- c. Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (i) that the other Party becomes insolvent or unable to pay its debts when due; (ii) the other Party files a petition in bankruptcy, bankruptcy reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (iii) the other Party discontinues its business; or (iv) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.
- d. Effect of Termination. Upon any termination of this Agreement, (i) all rights to access the Data or DataDive shall terminate and Customer will immediately discontinue all use of DataDive, any Service, the Data, and any Company Confidential Information and delete and securely destroy any of the Data from computer storage or any other media including, but not limited to, online and off-line libraries and from Customer's or its Authorized Users' possession (and shall instruct Authorized Users to do the same); (ii) both Parties return to the other Party or, at the other Party's option, destroy, all copies of any documentation and any Confidential Information then in the other Party's possession; and (iii) Customer shall promptly pay all amounts due and payable to Company hereunder, including for terminations for Customer breach or pursuant to Section 14(c), all Fees for the remainder of the Term. Customer, upon request of MGMA, Customer shall certify in writing that any copies or files of Data have been destroyed and are no longer in its possession or its Authorized Users' possession. TERMINATION DOES NOT RELIEVE CUSTOMER OF ITS OBLIGATIONS HEREUNDER REGARDING THE USE AND CONFIDENTIALITY OF THE DATA. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, use restrictions, intellectual property

ownership, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. Notwithstanding the terms above, upon termination of this Agreement, Customer may keep archive copies of any derivative materials or summary customized and personal reports it has created with the Data; provided Customer complies with the terms of this Agreement in connection with such Data. Customer may not, however, continue using or maintaining such Data in any other manner after termination or expiration of the Agreement.

**15. Intellectual Property Ownership.**

- a. Company IP. Company shall be and remain the sole and exclusive owner of all right, title and interest in and to DataDive, the Data, Services and any documentation, including without limitation all Company IP. As between Customer on one hand and Company on the other, all right, title, and interest in and to the Company IP, and any improvements, modifications, customizations, or enhancements thereto, including all updates and upgrades (now or hereafter resulting from the efforts of Company, Customer, or any other person, working together or alone) and all associated IP Rights shall at all times remain the sole and exclusive property of Company. With respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.
- b. Customer Data. Company acknowledges that, as between Company and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data in connection with use of DataDive and the Services, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics or embedded within the Data.
- c. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Company by mail, email, telephone, or otherwise, suggesting or recommending changes to the Company IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Company is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby irrevocably and unconditionally assigns to Company on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Company is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Company is not required to use any Feedback.
- d. Reservation of Rights. Except for the rights expressly granted to each Party to the other under this Agreement, no rights of ownership, license, or other privilege shall be deemed to have been conferred between the Parties unless explicitly agreed to in a document (other than this Agreement) signed by both Parties, upon termination or expiration of this Agreement, Customer hereby grants to MGMA a fully-paid, royalty-free, perpetual, non-exclusive, non-revocable license to use such Customer Data only as such may be embedded within the Data.

**16. Warranty and Disclaimer.**

- a. Mutual Representations. Each Party hereby represents and warrants: (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and

(iii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

- b. Company Representations and Warranties. Company warrants to Customer during the Term of this Agreement that DataDive will conform with the material functionality described in the documentation made available by the Company and that such functionality will be maintained in all material respects.
- c. Customer warrants that (i) Customer owns the Customer Data or otherwise has the right to provide the Customer Data to Company for performance of the Services or use with DataDive, (ii) the Customer Data, as originally provided to Company, does not and shall not infringe or violate any applicable law, regulation, or right of any third party, including but not limited to patent, copyright, trademark, trade secret, or other proprietary rights of any third party, (iii) use of DataDive or Services does not violate or conflict with any agreement or arrangement of Customer with any third party, (iv) Customer will strictly comply with all of the terms of this Agreement, (v) Customer will not take any actions adverse to MGMA's rights in its Data and will take steps to protect the Data, and (vi) Customer has read and understands the terms of this Agreement, and has either sought the advice of counsel prior to entering this Agreement or knowingly waived its option to do so.
- d. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN THIS SECTION 16, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DATADIVE, DATA, COMPANY IP, THE REPORTS, DERIVATIVES, AND THE DOCUMENTATION, AND ALL SERVICES PERFORMED BY COMPANY ARE PROVIDED "AS IS," AND COMPANY AND ITS LICENSORS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. COMPANY, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, DOES NOT WARRANT THAT THE COMPANY IP, INCLUDING DATADIVE, DATA, DOCUMENTATION, DERIVATIVES OR REPORTS OR ANY OTHER SERVICES PROVIDED BY COMPANY WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, COMPLETE OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

## 17. **Indemnification.**

- a. Company shall indemnify Customer from liability to third parties resulting from infringement by DataDive of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of DataDive or Data or Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications or Customer Data, (iii) that are modified after delivery or access by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of Data or DataDive is not strictly in accordance with this Agreement. If, due to a claim of infringement, DataDive is held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify DataDive to be non-infringing provided that

such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using DataDive, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for DataDive. The foregoing states the entire liability of Company with respect to any claim of infringement.

- b. Customer shall indemnify and defend Company, and any related entities, and each of their directors, officers, and employees from and against any and all third party claims, actions, demands, liabilities, losses, damages, judgments, costs and expenses, including but not limited to, reasonable attorneys' fees, costs and interest, that arises out of, or in connection with (i) the Customer's breach of any representation, warranty, covenant, or obligation under this Agreement, (ii) Customer's negligent or willful acts, or (iii) the Customer Data as provided by Customer to Company in connection with the provision of the Services or access to DataDive.

**18. Limitations of Liability.**

- a. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (ii) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (iii) LOSS OF GOODWILL OR REPUTATION, (iv) USE, INABILITY TO USE, LOSS, ERROR, INTERRUPTION, OR DELAY OF ANY DATA, OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
- b. COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, DIRECTORS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- c. CUSTOMER AND ITS OFFICERS, DIRECTORS, AFFILIATES, REPRESENTATIVES, AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAYABLE BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT.
- d. THE LIMITATIONS OF LIABILITY IN SUBSECTIONS (a) AND (c) DO NOT APPLY TO CUSTOMER'S LIABILITY FOR DAMAGES ARISING FROM CUSTOMER'S (i) MISAPPROPRIATION OR INFRINGEMENT OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS; OR (ii) BREACH OF CONFIDENTIALITY OR SECURITY OBLIGATIONS TO PROTECT THE COMPANY'S DATA.
- e. THESE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. The Parties acknowledge and understand that the disclaimers, exclusions and limitations of liability set forth in this Section 18 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and

conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

19. **Auditing Rights and Required Records.** Customer acknowledges that Company has a substantial and legitimate business interest in preventing the unauthorized or illegal use of its Data and DataDive. During the term of this Agreement, Customer shall monitor the use of the Data and any reports using its Data using its internal tracking procedures. Customer shall use its best efforts to keep full, true and accurate books of accounts and other records (collectively, “**Customer Books**”) containing all particulars, which may be necessary to properly ascertain and verify compliance herewith. At Company’s request, Company, as itself or by its third-party auditor, shall have the rights to perform an audit in accordance with its standard audit procedures, in order to confirm compliance with the terms of this Agreement or the right to request that Customer perform and internal audit and provide the audit results to the Company. Company may conduct any audit under this Section at any time during Customer’s regular business hours on business days at Customer’s principal place of business. Customer shall permit entry of Company or its third-party auditor to Customer’s principal place of business to perform inspections of Customer Books. Company will impose confidentiality obligations on any third-party auditor engaged by Customer that are substantially similar to Company’s confidentiality obligations in Section 8 (Confidentiality) of this Agreement. If any audit under this Section reveals any past or ongoing breach by Customer of this Agreement, Customer shall reimburse Company the expense of Company’s audit, in addition to Company reserving all other rights to remedies available to Company under this Agreement, in equity and at law.
20. **Remedies.** Customer acknowledges and expressly agrees that MGMA will suffer irreparable harm if Customer breaches the terms of this Agreement and/or the Order Form, and that monetary damages would not be an adequate remedy for any such breach. MGMA will be entitled to, and Customer will not oppose the granting of, equitable relief, including injunction and specific performance to the maximum extent available under any applicable law, in the event of any such breach or threatened breach, in addition to all other remedies available to MGMA at law or in equity. Customer waives any requirement of a bond in connection with such remedy.
21. **Commercial Item.** MGMA developed DataDive at private expense. If Customer is a branch or agency of the United States Government or is otherwise subject to the Federal Acquisitions Regulations System, the following provisions apply: DataDive is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212, and the Data is provided to the U.S. Government or controlled entity only as a commercial item. Consistent with 48 C.F.R. 12.212 (and 48 C.F.R. 227.7202, if applicable), all U.S. Government users and controlled entities obtain access to the Data with only those rights set forth herein.
22. **Use of Name.** Customer agrees to permit MGMA to use its name and logo in sales presentations, marketing materials and press releases and to develop a brief (case studies) Customer profile for use by MGMA on its website for promotional purposes. MGMA will only do so after obtaining permission from Customer.
23. **Miscellaneous.**
  - a. Waiver of Class or Consolidated Claims. ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, DATADISCOVERY, OR ANY SERVICES, INCLUDING ANY CLAIM UNDER TORT, DECLARATORY RELIEF, OR STATUTORY CLAIMS ARISING FROM THE AGREEMENT, DATADISCOVERY, OR ANY SERVICES MUST BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND EACH PARTY AND ANY USER WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

- b. Prevailing Terms. In the event of an irreconcilable conflict between the terms of this Agreement and any Order Form, the terms of the Order Form shall prevail.
- c. Force Majeure. Neither Party shall be liable to the other for any expense, claim, loss, or damage suffered by reason of such Party's delay or failure in the performance of its obligations under this Agreement to the extent that such delay or failure is due to events beyond the control and without the negligence of such Party. Such events include, but are not limited to, acts of God, acts of government, acts of public enemy, fires, floods, civil disobedience, strikes, lock-outs, or freight embargoes. Any Party so affected by Force Majeure must promptly notify the Party to whom performance is due and describe the circumstances causing such delay.
- d. Notice. Any notices permitted or required hereunder will be in writing, delivered to the parties at their addresses set forth in the Order Form (or as otherwise notified in writing) by personal delivery, registered mail, express courier service or e-mail. Either party may update its contact information for purposes of this Section by providing written notice to the other party of such changes.

To contact MGMA:

MGMA-ACMPE  
Attn: Data Solutions - License  
104 Inverness Terrace East Englewood, CO 80112  
Phone: 303.799.1111  
Email: sales@mgma.com

- e. Relationship. There is no joint venture, partnership, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Agreement. Customer is engaged in an independent business and will perform its obligations under this Agreement as a licensee and not as the agent or employee of MGMA. Customer will be responsible for all of the acts and omissions of all of its employees, subcontractors, students, agents, Authorized Users and representatives relating to this Agreement and all such acts and omissions will be deemed to be the acts and omissions of Customer. Customer shall make no representations – expressly or through conduct – that it is affiliated with, sponsored by or endorsed by MGMA.
- f. Publicity. Except as otherwise set forth in this Agreement, the parties may only use each other's names, trademarks, copyrighted materials, or other intellectual property or proprietary information in any promotional efforts or publicity of any kind after first obtaining the written permission of the respective party.
- g. Modification. MGMA shall have the right, at any time, to add to or modify the terms of this Agreement upon thirty (30) days' notice to Customer. Customer will be alerted of modifications to the terms of the Agreement via e-mail. Customer's continued access to or use of DataDive or Data after the date of delivery for the notice by e-mail or otherwise to such amended terms to Customer is deemed to constitute acceptance of any amendment. If Customer disagrees with any new or modified terms of this Agreement, Customer may elect to terminate this Agreement and its access to DataDive and the Data as its sole and exclusive remedy.
- h. Waiver. Any failure of one party to comply with any obligation hereunder may be expressly waived in writing by the other party, but such waiver or failure to insist upon strict compliance with such obligation will not operate as a waiver of, or estoppel with respect to, any subsequent failure.

- i. Interpretation and Enforcement. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of laws principles thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. All disputes arising from or relating to this Agreement or the use of DataDive, Data or Services will be within the exclusive jurisdiction of the state and/or federal courts located within the State of Colorado and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO THIS AGREEMENT.
- j. Severability; Waiver. To the extent that any term, condition or provision of this Agreement is held to be invalid, illegal or otherwise unenforceable under applicable law, rule, or regulation then such term, condition or provision shall be deemed amended only to the extent necessary to render such term, condition or provision enforceable under applicable law, rule, or regulation preserving to the fullest extent possible the intent and agreements of the Parties set forth herein; in the event that such term, condition or provision cannot be so amended as to be enforceable under applicable law, rule, or regulation, then such term, condition or provision shall be deemed excluded from this Agreement and the other terms, conditions and provisions hereof shall remain in full force and effect as if such unenforceable term, condition or provision had not been included herein. The failure of a Party to prosecute its rights with respect to a default or breach hereunder shall not constitute a waiver of the right to enforce its rights with respect to any other or later breach. No waiver of any right or remedy available to a Party under this Agreement, at law, or in equity shall be effective unless signed in a writing by the waiving Party. Unless otherwise specifically limited under this Agreement, all rights and remedies reserved to either Party shall be cumulative and shall not be in limitation of any other right or remedy which such Party may have at law or in equity.
- k. Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- l. Assignment. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement creates or shall be deemed to create any rights in any person, firm, corporation or other entity other than MGMA and Customer. Customer may not assign or transfer (including, without limitation, in connection with a sale of assets, merger, change of control, reorganization or by operation of law) any of its rights or delegate any of its duties under this Agreement without the prior written consent of MGMA (and any assignment in violation of this clause is void ab initio). Any purported assignment or delegation in violation of this Section shall be null and void, and MGMA may immediately terminate this Agreement in the event of a Customer change of control. MGMA may freely assign this Agreement or any of its rights or delegate any of its duties under this Agreement.
- m. Policies. MGMA reserves the right to create and post additional policies on DataDive from time to time. Any changes that impact Customer's rights and obligations under this Agreement (as opposed to administrative or process changes) shall be notified to the Customer at least twenty days in advance either through the Customer's account or on DataDive. Customer may request a summary of any changes when notified if not clear from the notice. Customer and its Authorized Users shall be subject to the terms of all such policies which are incorporated by reference into this Agreement. Continued access to or use of DataDive after the date of posting of such policies shall constitute acceptance of such policies. If Customer disagrees with any of the policies, Customer may elect to terminate this Agreement and its access to DataDive as its sole and exclusive remedy.
- n. Electronic Contracting and Communications. Customer agrees that MGMA may communicate with Customer and Authorized Users by means of electronic

communications, including (i) sending electronic mail to the email address provided during registration or (ii) posting notices or communications on DataDive. Customer should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. Electronic communications shall be deemed received when sent to the email address provided at the time of registration or when posted on DataDive. For those communications or records that MGMA is otherwise required under applicable law to provide in a written paper form, Customer agrees that MGMA may provide such communications or records by means of electronic communications. Customer agrees that all licenses, policies, notices, disclosures and other communications that MGMA provides electronically constitute written communications and Customer and its Authorized Users specifically consent to contract with MGMA electronically.

- o. Entire Agreement. This Agreement, MGMA's online policies, and any Order Forms, SOWs or other registration forms contains, and is intended as, a complete statement of the arrangements between the parties with respect to its subject matter and supersedes all prior Agreements between the parties with respect to those matters.