

## MGMA Organizational Membership Agreement

**Effective Date:** September 1, 2024

**FTE Physician Count:** 367

**Term:** 1-Year or 3-Years

**Group ID:** 661311

**Company Name:** San Bernardino County on behalf of Arrowhead Regional Medical Center

**Billing Address:** 400 N Pepper Ave, Colton, CA 92324-1819

### **Main Logistics Contact**

*(List the individual who should receive all **communications regarding managing your membership.**)*

Contact Name: Brandy Arthur

### **Secondary Contact**

Contact Name: Cindie Watkins

### **Education Contact (optional)**

*(List the individual who should receive all **communications promoting MGMA educational resources and professional development.**)*

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

### **Finance Contact (optional)**

*(List the individual who should receive all **communications regarding MGMA DataDive Surveys.**)*

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

### **Accounting Contact**

Accounts Payable Email: [EmeryJ@armc.sbcounty.gov](mailto:EmeryJ@armc.sbcounty.gov)

\_\_\_\_ Yes I am sales tax-exempt and will **email our sales tax-exempt form to our account manager.**

**LICENSEE UNDERSTANDS AND AGREES THAT THIS ORDER FORM, THE AGREEMENT AND MGMA'S TERMS OF USE ARE ALL LEGALLY BINDING.**

**If you purchased data as part of your agreement:** Licensee desires to access and license various data and content from MGMA. This Agreement Form reflects some of the basic terms and conditions under which MGMA is willing to provide such data and/or content. In addition to the terms set forth below, Licensee understands and agrees that it is also legally bound by all of the **terms and conditions** of MGMA's Data and Data Analysis License Agreement ("Agreement"). It is Licensee's responsibility to read, understand and abide by all of the terms of the Agreement. Licensee also agrees to abide by any MGMA policies relating to access to and use of MGMA's DataDive web site and services.

**MGMA Organizational Membership:** This Agreement will commence as of the Effective Date and will continue for the term of one year unless otherwise specifically identified above under “Term”. Any party may terminate this Agreement if (i) another party breaches a material term of this Agreement, (ii) such breach is not cured within thirty (30) days after notice of the breach is issued to the breaching party, or (iii) the Terms of Use are violated by Licensee, and Licensee does not cure such violation as set forth in the Terms of Use.

Licensee will ensure that each of its new participating employees/representatives sends in the necessary contact information to start their membership. Each such membership issued to Licensee’s employees/representatives will be transferable should the employee leave Licensee within the term of the contract. Licensee is responsible for notifying MGMA of any transfers or cancellations of membership.

**\*PRICES BELOW DO NOT INCLUDE SALES TAX AS SALES TAX VARIES IN AMOUNT AND BY STATE.**

|                                     |  |                 |
|-------------------------------------|--|-----------------|
| <input checked="" type="checkbox"/> | <b>1-YEAR AGREEMENT</b>                  |                 |
|                                     | <b>Product and Savings</b>               | <b>Price</b>    |
|                                     | Organizational Membership All Access     | \$39,114        |
|                                     | Earned Survey Participation Savings - 0% | \$0             |
|                                     | <b>Total Before Tax</b>                  | <b>\$39,114</b> |

or

|                           |  |              |
|---------------------------|--|--------------|
| <input type="checkbox"/>  | <b>3-YEAR AGREEMENT</b>                      |              |
|                           | <b>YEAR ONE = 9-1-2024 through 8-31-2025</b> |              |
|                           | <b>Product and Savings</b>                   | <b>Price</b> |
|                           | Organizational Membership All Access         | \$39,114     |
|                           | Potential Survey Participation Savings       | **           |
|                           | Two-year agreement 5% Savings                | -\$1,956     |
| <b>Total Before Tax –</b> | <b>\$37,158</b>                              |              |

Payment for your 2nd year is due upon your renewal date of your 2nd year. You will receive an invoice 90 days prior.

\*\* Survey savings are contingent on next year's participation.

|                           |  |              |
|---------------------------|--|--------------|
| <input type="checkbox"/>  | <b>3-YEAR AGREEMENT</b>                      |              |
|                           | <b>YEAR TWO = 9-1-2025 through 8-31-2026</b> |              |
|                           | <b>Product and Savings</b>                   | <b>Price</b> |
|                           | Organizational Membership All Access         | \$39,114     |
|                           | Potential Survey Participation Savings       | **           |
|                           | Two-year agreement 5% Savings                | -\$1,956     |
| <b>Total Before Tax –</b> | <b>\$37,158</b>                              |              |

Payment for your 2nd year is due upon your renewal date of your 2nd year. You will receive an invoice 90 days prior.

\*\* Survey savings are contingent on next year's participation.

|                          |  |              |
|--------------------------|--|--------------|
| <input type="checkbox"/> | <b>3-YEAR AGREEMENT</b>                        |              |
|                          | <b>YEAR THREE = 9-1-2026 through 8-31-2027</b> |              |
|                          | <b>Product and Savings</b>                     | <b>Price</b> |

|  |                 |
|--|-----------------|
| Organizational Membership All Access   | \$39,114        |
| Potential Survey Participation Savings   | **              |
| Two-year agreement 5% Savings  | -\$1,956        |
| <b>Total Before Tax –</b>  | <b>\$37,158</b> |
| Payment for your 3rd year is due upon your renewal date of your 3rd year. You will receive an invoice 90 days prior. |                 |
| ** Survey savings are contingent on next year's participation.   |                 |

In addition to the information provided and/or selected above, Licensee agrees to provide MGMA with any information reasonably requested by MGMA so that MGMA can deliver the products and services ordered.

**PARTICIPATION DISCOUNT:** If Licensee does not provide complete and accurate data for the entire practice or system for the subscription year in a timely manner for the MGMA Surveys, Licensee is not eligible for the discount and will be billed for the amount of discount given at time of purchase.

| Survey Collection | Open Date | Close Date       |
|-------------------|-----------|------------------|
| 2024 All Surveys  | Open Now  | January 31, 2024 |

**PURPOSE STATEMENT:** Data will be used internally for business purposes by Arrowhead Regional Medical Center.

Access to the data will only be granted to direct employees of San Bernardino County working at Arrowhead Regional Medical Center. Data will not be provided either through log in access to DataDive or sharing of MGMA data with 3<sup>rd</sup> party consultants, managers, CPAs or employees contracted from outside business firms.

The price listed on this agreement is valid for 90 days from the day it was sent.

**PAYMENT IS DUE UPON RECEIPT OF INVOICE**

**THIS IS NOT AN INVOICE.** An invoice will be provided upon receipt of this signed agreement.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

|   |  |
|---|--|
| <u>San Bernardino County on behalf of Arrowhead Regional Medical Center</u><br><b>Name:</b><br><b>Title:</b><br><b>Signature:</b><br><b>Date:</b> | <b>MGMA</b><br><b>Name: Akash Madiah</b><br><b>Title: CFO</b><br><b>Signature:</b> <br><small>Akash Madiah (Mar 5, 2024 10:50 MST)</small><br><b>Date:</b> Mar 5, 2024 |
|---|--|



**Last Updated: May 2023**

## DATA LICENSE AGREEMENT

**THIS IS A LEGALLY BINDING AGREEMENT. BY CLICKING THE "ACCEPT" BUTTON OR BY ACCESSING OR USING ANY PART OF THE DATA AND SOFTWARE, YOU EXPRESSLY AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT**

This Data License Agreement ("**Agreement**") contains the terms upon which **MGMA-ACMPE**, a Colorado nonprofit corporation ("**MGMA**") agrees to provide you and/or your company, as applicable, ("**Licensee**" or "**You**") with access to, use of, and analysis of MGMA's proprietary data and materials ("**Data**"), and use of its DataDive and DataDiscovery software (the "**Software**"), and is effective as of the date Licensee accesses any Data, or signs any applicable order form or other contract that gives Licensee the right to access any Data, whichever comes first ("**Effective Date**").

YOU ONLY HAVE THE RIGHTS TO ACCESS AND USE THE DATA AND SOFTWARE THAT ARE EXPRESSLY GRANTED IN THIS AGREEMENT.

1. **Data.** MGMA owns and/or manages (either itself or through its third party contractors) the Data, which includes, without limitation, proprietary data, content and other information and materials, statistical tables, reports, summaries, research findings, aggregations, calculations, data, data analysis, and formulas, and all other information and materials accessible through MGMA, whether digital or hard copy.
2. **Proprietary Nature of the Data.** You acknowledge 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.
3. **Purpose.** The purpose of this Agreement is to protect MGMA's Data, Software and the underlying intellectual property rights. Licensee expressly acknowledges and agrees that MGMA's Data is owned by and valuable to MGMA and is subject to all the restrictions of this Agreement. **By clicking "Accept" and/or by accessing MGMA Data and Software, Licensee expressly agrees to the specific limitations on use of the Data and Software and to protect MGMA's Data and Software from unauthorized disclosure and use.**
4. **License.** Subject to Licensee's strict compliance with the terms of this Agreement and any related Order Form, MGMA grants Licensee a limited, revocable, non-exclusive, non-transferable, non- sublicensable license to use the Data.
5. **Marking / Attribution.** If Licensee provides any portion of the Data to any of its officers, employees or clients, it must clearly and conspicuously mark the Data or reports with the following notices:
  - a. the Data is proprietary and is owned by MGMA;
  - b. the employee/officer/client may not publish 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.

6. **Ways to Obtain Access to MGMA Data.** MGMA provides Data to Licensees in many formats, including (without limitation) through the following product offerings:
  - a. Organizational Membership License. Healthcare provider organizations may purchase MGMA's most comprehensive license to use DataDive: "**Organizational Membership All Access**". Under this license, the organization may access and use any of the Data found within the DataDive during the term specified in the license. All staff within that organization may access and use any of the Data through DataDive during the term of the license. There is no limitation of Data access during the term of the organizational membership contract. The term of the Organizational Membership License will be set forth in that agreement and upon

termination/expiration of the Organizational Membership License, the organization's right to access and use the Data obtained through the DataDive product will terminate. If the license does not specify a term, the default term is twelve (12) months. Organizational Membership All Access does **not** include the right to create or distribute Derivative Works. A license to create and distribute derivative tools (the "Derivative Works License") is available. For more information, please contact MGMA.

- b. Data Licenses. The **Data License** has the same access rights as the Organizational Membership License. The primary differences between the licenses are: (i) the Data License is available to non-healthcare provider organizations; and (ii) unless a different term is expressly stated in a written agreement signed by MGMA, the Data License has a two-year term; the Organizational Membership License term is typically twelve months. Under a Data License, the organization may access the DataDive product and may access and use any of the Data found within the DataDive during the term. All employed staff of Licensee's organization may access and use the specific Data the organization has licensed from MGMA through the Data License. Unless another term is specifically identified in the Data License, the term of the Data License is two (2) years. Upon termination / expiration of the Data License, the organization's right to access and use the Data obtained through the Data License will terminate. The Data License does **not** include the right to create or distribute Derivative Works. A license to create and distribute derivative tools (the "Derivative Works License") is available. For more information, please contact MGMA.
  - c. **NOTE: MEDICAL SCHOOLS, INTEGRATED HEALTHCARE SYSTEMS, HOSPITALS, AND HEALTHCARE PROVIDERS WITH MULTIPLE TAX IDENTIFICATION NUMBERS MUST PURCHASE AN ORGANIZATIONAL MEMBERSHIP OR DATA LICENSE TO ACCESS DATADIVE.**
  - d. Participant Access Licenses. Participant Access Licenses allow consultants to access DataDive and particular Data licensed by the healthcare provider organization for the purpose of providing services to the healthcare provider organization. The consultant or licensee may not use the DataDive product or Data for any other purpose unless the appropriate license(s) is obtained. A license to create and distribute derivative tools (the "**Derivative Works License**") is available. For more information, please contact MGMA.
  - e. Custom Services. Organizations and individuals may request custom research and analysis services from MGMA, whereby MGMA will research particular areas, provide data compilation and analysis services, and provide custom Data and content to Licensees ("**Custom Services**"). The term of any Custom Services Agreement will be set forth in the agreement for the Custom Services, and if no term is specified, the default term is two (2) years.
  - f. University Program Access. Students enrolled in university programs with a University DataDive license may access and use MGMA Data and the DataDive service in accordance with their academic courses.
  - g. DataDiscovery License. Organizations purchasing a MGMA DataDiscovery license will have access to comparative MGMA benchmarks inside the DataDiscovery platform. Under this license, the organization may access and use any of the Data found within the DataDiscovery during the term specified in the license. All staff within that organization may access and use any of the Data through DataDiscovery during the term of the license. There is no limitation of Data access during the term of the contract. The term of the License will be set forth in that agreement and upon termination/expiration of the license, the organization's right to access and use the Data obtained through the DataDiscovery product will terminate. If the license does not specify a term, the default term is twelve (12) months. DataDiscovery License Access does **not** include the right to create or distribute Derivative Works. A license to create and distribute derivative tools (the "Derivative Works License") is available. For more information, please contact MGMA. Licensee must also abide by the terms and conditions set forth in Section 20.
7. **Registration.** To obtain access to Data through MGMA's DataDive or DataDiscovery service, Licensee must register with MGMA and must adhere to all of MGMA's policies and terms of use relating to DataDive or DataDiscovery. Such registration contains terms and conditions which are incorporated into this Agreement by reference.
  8. **Order Form.** MGMA may also require Licensees to submit an order form prior to obtaining certain Data and Data licenses ("Order Form"), which upon signature are incorporated into this Agreement by reference and further defines rights and limitations of use of the Data. Such Order Forms may: (a) specifically define the Data licensed; (b) further

limit the purpose for use of the Data; (c) limit the number of users who may access the Data; (d) describe any custom services MGMA will provide; and (e) identify specific fee and payment terms.

9. **Restrictions on Use.** All rights not expressly granted to Licensee by MGMA in this Agreement are fully reserved by MGMA, including all statutory and common law rights. Without limiting the foregoing, in addition to Licensee's other obligations set forth elsewhere in this Agreement, Licensee agrees to the following restrictions:

- a. Licensee will protect the confidentiality of the Data and passwords both within and outside of Licensee's organization.
  - i. If Licensee is a consultant with a MGMA DataDive License, it may provide the minimum necessary amount of the Data to illustrate the consultant's conclusions in reports and analysis in individual client engagements. The grant does not permit Licensee to copy entire Data reports or materials and provide them to its clients. If Licensee has any questions as to the amount of materials that can be used or if a significant portion of the materials will be used, Licensee should contact MGMA for prior approval.
  - ii. Licensee must appropriately cite the data source, using correct year and data set:
    1. Source: 2023 MGMA DataDive Cost and Revenue. Used with permission from MGMA. © 2023. [www.mgma.com/data](http://www.mgma.com/data)
    2. Source: 2023 MGMA DataDive Provider Compensation. Used with permission from MGMA. © 2023. [www.mgma.com/data](http://www.mgma.com/data)
    3. Source: 2023 MGMA DataDive Management and Staff Compensation. Used with permission from MGMA. © 2023. [www.mgma.com/data](http://www.mgma.com/data)
    4. Source: 2023 MGMA DataDive Practice Operations. Used with permission from MGMA. © 2023. [www.mgma.com/data](http://www.mgma.com/data)
- b. Licensee will not share its passwords to DataDive or DataDiscovery with any other person or entity (including any of Licensee's clients if Licensee is a consultant).
- c. Licensee will not publicly display or disclose the Data.
- d. Licensee will not use the Data in any commercialized products or tools unless Licensee purchases a Derivative Works License. For example, Licensee 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 Licensee obtains a Derivative Works License from MGMA.
- e. Licensee 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. Licensee will not use the Data for any purpose other than expressly allowed in this Agreement.
- g. Licensee 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. Licensee 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, DataDiscovery or DataDive.
- i. Licensee will not permit, assist, or encourage (directly or indirectly) any third party to do any of the above acts.

10. **Users.** Where this Agreement references Licensee, it shall be construed as including Licensee and each of its employee users of the Data (if applicable) ("**Users**") such that all obligations of Licensee shall be equally binding upon and enforceable against its Users. Licensee shall be responsible and liable for all acts and omissions of its Users in connection with their use of Data and their compliance with this Agreement and applicable law. Licensee may not authorize any other parties, whether contractors, clients, or agents who are not direct employees of Licensee to access Data as a User under Licensee's account. Licensee will be responsible for the actions of all individuals and entities that use Data, DataDiscovery or the DataDive through Licensee (directly or indirectly).

11. **Accessibility.** Licensee agrees that from time to time DataDive, DataDiscovery and Data contained therein may be inaccessible, unavailable or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which MGMA may undertake from time to time; (iii) failure of

telecommunications or internet connectivity; (iv) acts of third parties; (v) causes beyond the control of MGMA; or (vi) events that are not reasonably foreseeable by MGMA.

- 12. De-identification of Data.** MGMA takes steps to de-identify the Data it provides under this Agreement. As used herein, "**De-identify**" means that all personally identifiable information relating to the Data (such as survey responses), including (without limitation) names, addresses, phone numbers, e-mail addresses and company names are removed from the Data. 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 Licensee finds that personally identifiable information or PHI has been inadvertently included in the Data, Licensee and its Users shall immediately cease use of and access to such information. Licensee shall immediately notify MGMA of the same and shall destroy the personally identifiable information and PHI as directed by MGMA.
- 13. Equipment & Connectivity.** Licensee shall be solely responsible for providing, maintaining and ensuring compatibility with DataDive, DataDiscovery, all hardware, software, electrical and other physical requirements for Licensee's use of DataDive, DataDiscovery 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, DataDiscovery and Data.
- 14. Security.** Licensee shall be solely responsible for any authorized or unauthorized access to Licensee's account by any person whether Users or otherwise. Licensee agrees to bear all responsibility for the confidentiality of Licensee's and its Users' passwords and all uses, charges, costs, expenses, damages, claims and liabilities incurred from use of DataDive or DataDiscovery with Licensee's and its Users' passwords or accounts.
- 15. Confidentiality.** Licensee agrees to treat as confidential and will not disclose to any third party without MGMA's written permission all MGMA Confidential Information except as outlined as permitted but limited usage in Section 9(a)(i). For purposes of this Agreement, "**Confidential Information**" includes:  
(a) the terms of this Agreement, (b) the terms of the Purchase Order, (c) the contents of DataDive and DataDiscovery, (d) all Data, and (e) all other confidential and/or proprietary information of MGMA. Only those employees of Licensee who are designated by Licensee as authorized Users and who have a need to access Data, DataDive and/or DataDiscovery in order to carry out Licensee's Internal Business Purpose may access DataDive, DataDiscovery and the Data. However, prior to any such use, Licensee will ensure that all Users have executed some acknowledgment with Licensee containing terms as restrictive as those set forth herein with regard to maintaining the confidentiality and use limitations of the Confidential Information. Notwithstanding the foregoing, if Licensee becomes legally required to disclose any Confidential Information (by interrogatories, requests for information or documents, subpoena, or other legal process), Licensee may reveal such information provided that Licensee provides MGMA with prior written notice of such required disclosure so that MGMA may seek a protective order or other remedies or assurances. Licensee shall cooperate with MGMA with any efforts to obtain appropriate protective measures or other remedies or assurances with respect to such Confidential Information.
- 16. Custom Services.** THIS PROVISION APPLIES ONLY IF LICENSEE ORDERS CUSTOM RESEARCH AND ANALYSIS SERVICES AND DATA FROM MGMA IN WRITING: If Licensee orders Custom services from MGMA with the intention of using or publishing the summary data and findings ("**Findings**"), the following terms and conditions apply:
- a. Development. MGMA and Licensee 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. Licensee agrees to include only summaries of Data in any Findings and will not include any actual Data.
  - b. Publication. Licensee may 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. Licensee will 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 Licensee's publication of Findings, and provide written notification to Licensee thereof, within sixty (60) days after MGMA's receipt of Licensee'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 Licensee 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 Licensee 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 Licensee with written notice and Licensee will then remove all references to MGMA from any Findings.

17. **Payments.** In consideration for access to the Data and the license granted herein, Licensee agrees to pay MGMA a fee in the amount specified in the Order Form, DataDive, DataDiscovery, or other MGMA web site or resource. Such fee will be payable upon execution of this agreement and receipt of the invoice. The license becomes effective upon execution of this agreement. In the event that Licensee 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. This paragraph may not apply to certain survey participants, as provided in MGMA policies. If Licensee is not current on its payments under this Agreement or Order Form, MGMA may in its sole discretion suspend or terminate any license provided under this Agreement.

18. **Remedies.** Licensee acknowledges and expressly agrees that MGMA will suffer irreparable harm if Licensee 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 Licensee 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. Licensee waives any requirement of a bond in connection with such remedy.

19. **Commercial Item.** MGMA developed DataDive at private expense. If Licensee 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.

## 20. DataDiscovery End User Agreement.

### a. Scope.

i. General. This Agreement covers the DataDiscovery software ("**DataDiscovery**") and Services (as hereinafter defined, if any) described in any Statement of Work or other ordering document ("**SOW**") executed in connection with this Agreement or Order Form. MGMA is a reseller of DataDiscovery pursuant to a separate Reseller and Private Label Agreement with Omega WhiteSpace Health, LLC d/b/a White Space Health ("**Third-Party Licensor**"), under which Third-Party Licensor granted MGMA a non-exclusive, non-transferable, royalty-free, irrevocable license to DataDiscovery.

ii. DataDiscovery Software. MGMA hereby grants to Licensee a License (as hereinafter defined) to use one or more products comprising DataDiscovery as a hosted application accessed by Licensee via the Internet, subject to the terms of this Agreement. You acknowledge that MGMA and its Third-Party Licensor invests considerable time and resources in developing the Software and the Software is highly valuable to MGMA and Third-Party Licensor and MGMA and Third-Party Licensor take great steps to protect the Software. The Software may not be used by any individual or company without first obtaining a license from MGMA.

iii. Support and Professional Services. MGMA may provide implementation, configuration, training, or other support services ("**Support Services**") in connection with DataDiscovery, as set forth in the applicable SOW. In addition, Licensee may purchase consulting and other professional services ("**Professional**

**Services**” and together with the Support Services, the **“Services”**) on terms set forth in the applicable SOW. All Services will be governed by this Agreement.

- iv. Purchase; Purchase by Affiliates. For each purchase of a License or any Services, the Parties shall execute an Order Form and SOW, which upon signature are incorporated into this Agreement by reference and further defines rights and limitations of use of the Software. Such Order Form and SOW may: (a) specifically define the Software licensed; (b) further limit the purpose for use of the Software; (c) limit the number of users who may access the Software; and (d) identify specific fee and payment terms. At Licensee’s request, any entity controlled by, controlling, or under common control with Licensee as of the Effective Date or thereafter during the Term of this Agreement (each, an **“Affiliate”**) may purchase Licenses or Services under this Agreement through an SOW executed by such Affiliate and MGMA, and such Affiliate’s use of DataDiscovery and the Services shall be subject to this Agreement as though such Affiliate were a party hereto. Licensee shall be responsible for each such Affiliate’s use of DataDiscovery and Services and shall be jointly and severally liable for any breach of this Agreement by an Affiliate.
- v. Conflicts. To the extent any provision in this Agreement irreconcilably conflicts with any provision of any applicable SOW executed hereunder, the provisions of the SOW shall control.

**b. License.**

- i. Limited License. Subject to and conditioned on Licensee’s payment of the Fees, MGMA grants Licensee a non-exclusive, non-transferable, royalty-free, revocable license (**“License”**) during the Term, solely for Licensee’s own internal use, to authorized individual users of Licensee (**“Users”**) to access DataDiscovery, in object code form only, from servers operated by MGMA, Third-Party Licensor, or a third-party host (the **“Host”**). The term **“Users”** means any employee, contractor, consultant, or agent of Licensee or an Affiliate who is authorized by Licensee to access DataDiscovery. Licensee shall be responsible for each User’s use of DataDiscovery and Services and any violation by a User of the terms of the License(s) granted hereunder. Licensee shall use reasonable efforts to make all Users aware of this Agreement’s provisions as applicable to such User’s use of DataDiscovery and shall cause Users to comply with such provisions.
- ii. Reservations; Restrictions. The License(s) granted to Licensee under this Agreement and any SOW is limited to the rights expressly granted herein and in the applicable SOW. MGMA and Third-Party Licensor expressly reserve all other rights, and nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property or other right, title, or interest in or to DataDiscovery. Licensee shall not (a) directly or indirectly reproduce, modify, reverse engineer, decode, deconstruct, translate, or create any derivative work of all or any portion of DataDiscovery or otherwise attempt to access, derive, or generate the source code of DataDiscovery; (b) display, disclose, lease, sell, sublicense, make available, or provide access to DataDiscovery to any third party other than the Users (including by means of sharing or disclosing User passwords or other log-in credentials); (c) circumvent or attempt to circumvent any password or other access-limiting measures implemented by MGMA or Third-Party Licensor; (d) remove, obscure, or modify any MGMA proprietary notices or markings; or (e) use DataDiscovery in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- iii. Suspension. Notwithstanding anything to the contrary in this Agreement, MGMA may temporarily suspend Licensee’s and any User’s access to any portion or all of DataDiscovery and/or Services if: (a) MGMA reasonably determines that (i) Licensee’s or any User’s access or use of DataDiscovery violates any of the terms of this Agreement or any applicable SOW; (ii) there is a threat or attack on DataDiscovery; (iii) Licensee’s or any User’s use of DataDiscovery disrupts or poses a security risk to DataDiscovery or to any other Licensee of MGMA or Third-Party Licensor; (iv) Licensee or any User uses DataDiscovery for fraudulent or illegal activities; (v) subject to applicable law, Licensee has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) subject to applicable law, MGMA has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (vi) MGMA’s provision of DataDiscovery or Services to Licensee or any User is prohibited by applicable law; or (b) in accordance with Sections 18 and 24.b.i. of this Agreement (**“Term and Termination”**, By MGMA.) MGMA shall use commercially reasonable efforts to provide written notice of any Termination to Licensee and to provide updates regarding resumption of access to DataDiscovery or Services following any Termination. MGMA shall use commercially reasonable efforts to resume providing access to DataDiscovery and Services as soon as reasonably possible after the event giving rise to the Termination

is cured. MGMA shall have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any User may incur as a result of a Termination.

- iv. Updates. MGMA, at its sole option, from time-to-time, through the Third-Party Licensor, may incorporate modifications and improvements to DataDiscovery available hereunder, provided that such modifications do not materially degrade the functionality, performance characteristics, or security of DataDiscovery.

**c. Ownership.**

- i. Ownership. Except to the extent expressly provided in this Agreement or any SOW, MGMA and Third-Party Third-Party Licensor own and shall retain all rights, title, and interest in and to DataDiscovery, the manuals, handbooks, and guides relating to DataDiscovery either in hard copy or electronic form, all deliverables provided to Licensee in connection with the License(s) (including work product under any SOW), all modifications and improvements thereto (including any made by or with Licensee's participation), all Feedback (as defined below) and, unless otherwise agreed in writing, all intellectual property rights in the foregoing (collectively with any MGMA Confidential Information, the "**MGMA Property**"). Licensee irrevocably and unconditionally assigns any and all rights it may have in the MGMA Property to MGMA and Third-Party Third-Party Licensor. Licensee covenants not to challenge MGMA's and its Third-Party Third-Party Licensor's exclusive ownership of the MGMA Property or directly or indirectly assert any rights thereto inconsistent with MGMA's or its Third-Party Third-Party Licensor's exclusive ownership thereof. "**Feedback**" means any written comments, suggestions, bug reports, or other feedback that Licensee may provide to MGMA or Third-Party Licensor from time to time regarding bug fixes, enhancements, or other modifications to DataDiscovery, MGMA Property, or any Services.
- ii. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, MGMA and its Third-Party Third-Party Licensors may monitor Licensee's use of DataDiscovery and collect and compile data and information related to Licensee's use of DataDiscovery that is both non-identifiable in nature and is used by MGMA and Third-Party Third-Party Licensor in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of DataDiscovery (the "**Aggregated Statistics**"). 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 and Third-Party Licensor. Licensee acknowledges that MGMA and Third-Party Licensor may compile Aggregated Statistics based on Licensee Data input into DataDiscovery. Licensee agrees that MGMA and Third-Party Third-Party Licensor may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Licensee's or Licensee's Licensees' Confidential Information.

**d. Host Services.**

- i. Host Services. The computing environment for DataDiscovery is owned and operated by Microsoft Azure as the Host. The Host's current security policies are available at: <https://www.microsoft.com/en-us/trustcenter/> and <https://www.microsoft.com/en-us/trustcenter/privacy/we-set-and-adhere-to-stringent-standards, which may change from time to time>.
- ii. Users. Licensee shall be solely responsible for implementing security and access procedures necessary to ensure that no person other than an authorized User may access or use DataDiscovery and that all access thereto is limited to authorized Users solely for the purposes authorized under the applicable License. Licensee shall immediately notify MGMA of any unauthorized access to or use of DataDiscovery and shall be solely liable for the same.
- iii. Remedy. In the event of MGMA's failure to provide DataDiscovery as provided herein, at MGMA's option, MGMA may repair or replace (at no charge to Licensee), or refund the applicable fees paid by Licensee for, the non-conforming DataDiscovery. Licensee shall accept a repair or replacement of a non-conforming DataDiscovery in the event Licensee is not materially prejudiced by the time DataDiscovery is non-conforming.

**e. Confidential Information.**

- i. Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that should be understood by Receiving Party to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, DataDiscovery, the MGMA Property, and all outputs, object code, source code, scripting language or binary format, trade secrets, and Licensee Data.
- ii. Handling of Confidential Information. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement without the other Party's express prior written consent. Receiving Party shall not disclose any Confidential Information of Disclosing Party to third parties except to those employees, agents, legal counsel, financial advisors, and

consultants (the “**Representatives**”) of the Receiving Party who have a *bona fide* need to know the information in order to assist the Receiving Party to perform its obligations under this Agreement and who are bound by a duty of confidentiality which is consistent with the terms of this Section. Receiving Party agrees to protect Disclosing Party’s Confidential Information in at least the same manner that it protects its own proprietary and confidential information, but in no event with less than reasonable care. Receiving Party shall not have any obligation to protect information of Disclosing Party which it can reasonably demonstrate: (a) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (b) was lawfully in its possession prior to disclosure by Disclosing Party; (c) was independently developed by individuals with no access to Disclosing Party’s Confidential Information or without breach of any obligation to Disclosing Party; (d) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality with respect to such information; or (e) is required to be disclosed by a subpoena, court order, or other legal process or government demand that has the force of law, provided it gives Disclosing Party prompt notice thereof and the opportunity to apply for a protective order. Upon any actual or threatened use or disclosure of any Confidential Information of Disclosing Party in breach of this Section 20.e.ii. Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such use or disclosure, it being specifically acknowledged by the Parties that any other available remedies may be inadequate. The obligations in this Section 20.e.ii. will continue in perpetuity. Receiving Party shall be responsible for any breach of this Section 20.e.ii. by any of its Representatives or Users.

- iii. Use of Name. Subject to this Section 6, Notwithstanding the foregoing, Licensee 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) Licensee profile for use by MGMA on its website for promotional purposes. MGMA will only do so after obtaining permission from Licensee.

**f. MISCELLANEOUS**

- i. 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.
- ii. Prevailing Terms. In the event of an irreconcilable conflict between the terms of this Agreement and any Order Form/SOW, the terms of the Order Form/SOW shall prevail.
- iii. 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.
- iv. Third-Party Beneficiary. The Parties expressly agree that Third-Party Licensor shall be an intended third-party beneficiary to this Agreement. With the exception of Third-Party Licensor, the terms and conditions of this Agreement are intended solely for the benefit of the Parties and their respective permitted successors and assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, any third-party beneficiary rights upon any other person other than the Parties.

**21. Warranty Disclaimer.**

THE DATA, DATADIVE AND DATADISCOVERY ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". NEITHER MGMA, THIRD-PARTY LICENSOR, NOR EITHER OF ITS RELATED ENTITIES MAKE ANY, AND HEREBY DISCLAIM ALL, WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY, INTEGRATION, SECURITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR ANY OTHER WARRANTY IN CONNECTION WITH ANYTHING DONE OR SUPPLIED BY MGMA PURSUANT TO THIS AGREEMENT.

IN NO EVENT WILL MGMA AND THIRD-PARTY LICENSOR AND THIEROFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS (COLLECTIVELY, THE "MGMA PARTIES") BE LIABLE TO LICENSEE, ITS USERS (OR ANY OF THEIR RESPECTIVE AGENTS OR REPRESENTATIVES) OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WHETHER OR

NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN. IN NO EVENT WILL THE LIABILITY OF THE MGMA PARTIES IN THE AGGREGATE FOR ANY ALLOWABLE DAMAGES EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAID BY LICENSEE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, OR, IF NONE, THEN THE AMOUNT OF ONE THOUSAND DOLLARS IN THE AGGREGATE FOR ALL CLAIMS. IF LICENSEE OR ANY OF ITS USERS IS DISSATISFIED WITH DATADIVE OR DATADISCOVERY, LICENSEE'S AND ITS USERS' SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF DATADIVE AND DATADISCOVERY AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 24.

22. **Representations and Warranties.** Licensee represents and warrants that: (i) it has all necessary power and authority to execute and enter into this Agreement; (ii) this Agreement is legally binding upon Licensee and its Users, and is enforceable in accordance with its terms; (iii) this Agreement does not violate or conflict with any agreement or arrangement of Licensee or any of its Users with any third party; (iv) Licensee will strictly comply with all of the terms of this Agreement; (v) Licensee will not take any actions adverse to MGMA's rights in its Data and will take steps to protect the Data; and (v) Licensee 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.
23. **Indemnification.** Licensee agrees to indemnify, hold harmless and defend the MGMA Parties from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys' fees, asserted by any person, arising out of or relating to (i) Licensee's or any of its Users' use of DataDive, DataDiscovery and/or Data; (ii) any unacceptable use of DataDive,

DataDiscovery and/or Data, including, without limitation, any actions taken by Licensee or its Users contrary to or otherwise in violation of this Agreement; and (iii) Licensee's breach of this Agreement. MGMA enters into this Agreement in reliance upon the indemnity, limitations of liability and the disclaimers of warranties and damages set forth above, which form an essential basis of the bargain between the parties. The limitations and exclusions of liability and disclaimers specified in this Agreement will apply even if they have failed of their essential purpose.

## 24. Term and Termination.

- a. Without Cause. Licensee may terminate this Agreement at any time without cause by providing written notice to MGMA at least thirty (30) days prior to termination. Licensee shall remain liable for any unpaid fees through and following termination and shall remain obligated under all provisions that survive termination of this Agreement.
- b. By MGMA.
- i. **For cause.** If Licensee breaches the terms of this Agreement, exceeds the scope of the license granted herein, or in any way compromises the value of Data, MGMA may, in its sole discretion and without notice, to: (i) remove or disable access to all or any portion of DataDive, DataDiscovery and Data; (ii) suspend Licensee's and its Users' access to or use of all or any portion of DataDive, DataDiscovery and Data; and (c) terminate this Agreement. If MGMA terminates this Agreement under this Section, Licensee shall remain liable for any unpaid fees and MGMA will be under no obligation to refund any license fees. MGMA will further have the ability to pursue any and all other remedies against Licensee.
- ii. **Without Cause.** MGMA may terminate the Agreement and access to the Data, DataDive, and DataDiscovery for any reason by providing Licensee with thirty (30) days advance written notice. In the event MGMA terminates the Agreement without cause, MGMA will refund Licensee for each month of the Data License purchase.
- c. Effect of Termination. Upon termination of this Agreement, except as otherwise expressly set forth herein, all rights and licenses granted in this Agreement are immediately revoked. Within five (5) business days after the termination or expiration of this Agreement, Licensee will return all of the Data to MGMA, and all copies thereof, or will securely destroy any Data, and all such copies thereof, and certify in writing that such copies have been destroyed. **TERMINATION DOES NOT RELIEVE LICENSEE OF ITS OBLIGATIONS HEREUNDER REGARDING THE USE AND**
- CONFIDENTIALITY OF THE DATA. Notwithstanding the above, Licensee may retain one archival copy of any such Data as necessary to comply with work product documentation standards, subject to the

continued obligations of confidentiality and non-use contained herein. Further, Licensee will be required to make any payments due and owing to MGMA upon the termination or expiration of this Agreement.

d. Archive Copies. Notwithstanding the terms of Section 23c) above, upon termination of this Agreement, Licensee may keep archive copies of any materials or reports it has created with the Data. Licensee may not, however, continue using or maintaining the Data in any other manner after termination or expiration of the Agreement.

25. **Notice.** Any notices permitted or required hereunder will be in writing, delivered to the parties at their addresses set forth in the DataDive or DataDiscovery registration 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, please contact: MGMA-ACMPE  
Attn: Data Solutions - License  
104 Inverness Terrace East Englewood, CO 80112  
Phone: 303.799.1111  
Email: [sales@mgma.com](mailto:sales@mgma.com)

26. **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. Licensee 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. Licensee will be responsible for all of the acts and omissions of all of its employees, subcontractors, students, agents and representatives relating to this Agreement and all such acts and omissions will be deemed to be the acts and omissions of Licensee. Licensee will make no representations – expressly or through conduct – that it is affiliated with, sponsored by or endorsed by MGMA.

27. **Publicity.** 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.

28. **Modification.** MGMA shall have the right, at any time, to add to or modify the terms of this Agreement. Licensee will be alerted of modifications to the terms of the Agreement via e-mail. Licensee's continued access to or use of DataDive, DataDiscovery or Data after the date of delivery for the notice by e-mail and a click wrap agreement to such amended terms to Licensee is deemed to constitute acceptance of the amendment. If Licensee disagrees with any new or modified terms of this Agreement, Licensee may elect to terminate this Agreement and its access to DataDive, DataDiscovery and the Data as its sole and exclusive remedy.

29. **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.

30. **Interpretation and Enforcement.** This Agreement will be governed by and construed in accordance with Federal law and when not inconsistent, the laws of the State of Colorado without giving effect to the principles of conflicts of laws thereof. All disputes arising from or relating to this Agreement or the use of DataDive or DataDiscovery 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.

31. **Severable.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of this Agreement will remain fully in force.

32. **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 Licensee. Licensee 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 (including, without limitation, appointing a replacement for Investigator, as applicable) without the prior written consent of MGMA (and any assignment in violation of this clause is void *ab initio*). Further, MGMA may immediately terminate this Agreement upon any change of control of Licensee

without the prior written consent of MGMA. MGMA may freely assign this Agreement or any of its rights or delegate any of its duties under this Agreement.

33. **Policies.** MGMA reserves the right to create and post additional policies on DataDive or DataDiscovery from time to time. Licensee and its 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 or DataDiscovery after the date of posting of such policies shall constitute acceptance of the policies. If Licensee disagrees with any of the policies, Licensee may elect to terminate this Agreement and its access to DataDive or DataDiscovery as its sole and exclusive remedy.
34. **Electronic Contracting and Communications.** Licensee agrees that MGMA may communicate with Licensee and 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 or DataDiscovery. Licensee 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 or DataDiscovery. For those communications or records that MGMA is otherwise required under applicable law to provide in a written paper form, Licensee agrees that MGMA may provide such communications or records by means of electronic communications. Licensee agrees that all licenses, policies, notices, disclosures and other communications that MGMA provides electronically constitute written communications and Licensee and its Users specifically consent to contract with MGMA electronically.
35. **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.

BY CLICKING "ACCEPT" BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE, YOU MAY NOT ACCESS OR USE THE MGMA DATA OR SOFTWARE.