

**MGMA DataDive Order Form**

**Effective Date:** July 22, 2025 **Term:** 3-Years **FTE Physician Count:** 200

**Company Name:** Contra Costa County, a political subdivision of the State of California **Group ID:** 296817 **Billing Address:** 2500 Alhambra Avenue City: Martinez State: CA Zip: 94553

**Main Logistics Contact Information**

*(List the individual that should receive all **communications & invoices** regarding your order)*

Contact Name: Sergio Urcuyo, M.D.

Title: Chief Medical Officer

Email: [sergio.urbuyo@cchealth.org](mailto:sergio.urbuyo@cchealth.org)

Phone: 925-370-5866

**Secondary Contact Information**

Contact Name: Palak Jain

Title: Buyer II

Email: [palak.jain@cchealth.org](mailto:palak.jain@cchealth.org)

Phone: 925-391-1018

**Accounting Contact Information**

Accounts Payable Name: Elizabeth Cross

Accounts Payable Phone: 925-494-8019

Accounts Payable Email: [Elizabeth.cross@cchealth.org](mailto:Elizabeth.cross@cchealth.org)

☐ Yes, I am sales tax-exempt and will email our sales tax-exempt form to our account manager.

**LICENSEE AND MGMA-ACMPE ("MGMA") UNDERSTAND AND AGREES THAT THIS ORDER FORM AND THE DATA LICENSE AGREEMENT ATTACHED TO THIS ORDER FORM ARE ALL LEGALLY BINDING.**

Licensee desires to access and license various data and content from MGMA. This Order Form and the Agreement attached hereto reflect the terms and conditions under which MGMA will provide the services and Data to Licensee. 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.

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

<b>Product</b>	<b>Price</b>
2025 Provider Compensation DataDive (2024 data)	\$9,986
2025 Management & Staff Compensation DataDive (2024 data)	\$3,331
2025 Financial & Operations DataDive (2024 data)	\$9,986
<b>Total Before Tax: to be invoiced upon signature</b>	<b>\$23,303</b>
2026 Provider Compensation DataDive (2025 data)	\$10,286
2026 Management & Staff Compensation DataDive(2025 data)	\$3,431
2026 Financial & Operations DataDive (2025 data)	\$10,286
<b>Total Before Tax: to be invoiced May 2026</b>	<b>\$24,003</b>
2027 Provider Compensation DataDive (2026 data)	\$10,594
2027 Management & Staff Compensation DataDive (2026 data)	\$3,533
2027 Financial & Operations DataDive (2026 data)	\$10,594
<b>Total Before Tax: to be invoiced May 2027</b>	<b>\$24,721</b>

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.

**Termination:** This Agreement will commence as of the Effective Date. Any party may terminate the Agreement according to the terms of the Agreement.

**PURPOSE STATEMENT:** Data will be used internally for business purposes by Contra Costa County. Access to the data will only be granted to direct employees of Contra Costa County. Data will not be provided either through log in access to DataDive or sharing of MGMA data with third party consultants, managers, accountants 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.

**CONTRA COSTA COUNTY**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**MGMA-ACMPE**

Name: Akash Madih \_\_\_\_\_  
Title: Chief Financial Officer \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## DATA LICENSE AGREEMENT

This Data License Agreement ("**Agreement**") dated October 22, 2024 (the "**Effective Date**") contains the terms upon which **MGMA-ACMPE**, a Colorado nonprofit corporation ("**MGMA**") agrees to provide Contra Costa County, a political subdivision of the State of California ("**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 that provides data regarding healthcare provider compensation, staffing, and other insight data, as detailed herein and in the documentation provided by MGMA. (the "**Software**").

### **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 the 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. You may only use MGMA's the Data may not be used by any individual or company without first obtaining through the license granted by MGMA under this Agreement.
3. **Purpose.** The purpose of this Agreement is for MGMA to provide the Data to You and for you to make payment therefor, and in connection protect MGMA's Data, Software and the underlying intellectual property rights. Licensee expressly acknowledges and agrees that the Data is owned by and valuable to MGMA and is subject to all the restrictions of this Agreement.
4. **License.** Subject to Licensee's strict compliance with the terms of this Agreement and any related Order Form, MGMA hereby grants Licensee a limited, revocable, non-exclusive, non-transferable, non- sublicensable license to use the Data during the Term of this Agreement.
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. Intentionally Deleted.
  - b. Data Licenses. Licensee has purchased the **Data License** through the Order Form and will have 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 or expiration of this Agreement, 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 Derivative Works License is available through an Order Form.

7. **Registration.** To obtain access to Data through MGMA's DataDive or DataDiscovery service, Licensee will register with MGMA and adhere to all of MGMA's policies and terms of use relating to DataDive or DataDiscovery.
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 the Software, 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 contents of DataDive and DataDiscovery, (b) all Data, and (c) all other confidential and/or proprietary information of MGMA. This Agreement is not "Confidential Information". If County receives a public records act request for a copy of this Agreement it will notify MGMA before producing it. 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 pursuant to an SOW 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. Fees are payable upon execution of this agreement and receipt of the invoice in accordance with the Order Form. 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. Notwithstanding this foregoing, Licensee does not waive its right to oppose a request for attorneys' fees and costs. 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 Removed, does not apply**
21. **Warranties; Warranty Disclaimer; Limitation of Liability.**

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 THEIR OFFICERS, 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; throughout the term of the Data License; (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 throughout the term of the Data License; 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. Term of this Agreement. The term of this Agreement is from the Effective Date and will continue for so long as an Order Form is in effect, unless earlier terminated as provided in this Agreement (the "**Term**").
- b. 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.
- c. By MGMA.
  - i. **For cause.** If either party breaches the terms of this Agreement, exceeds the scope of the license granted herein, or in any way compromises the value of Data, may, in its sole discretion 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.
- d. 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 fifteen (15) 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.
- e. Archive Copies. Notwithstanding the terms of Section 23(c) 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

To contact Licensee, contact: Contra Costa Regional Medical Center – 2500 Alhambra Ave,  
Martinez, CA 94553-3156 Attn: Material Management Department

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. **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.
31. **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.

32. **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.
33. **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.
34. **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.

The parties hereto have executed this Agreement as of the Effective Date.

CONTRA COSTA COUNTY

MGMA-ACMPE

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

Name: Akash Madiah

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

Title: Chief Financial Officer

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_