

SURVEY PARTICIPATION AGREEMENT

This Survey Participation Agreement contains all of the terms and conditions (the "Terms") which govern your participation in any of MGMA's electronic survey questionnaires (each a "Survey") and MGMA's use of any data or information you provide as part of the Survey ("Data"). For purposes of these Terms, "You," "you" or "your" refers to the person or entity completing the Survey.

BY PARTICIPATING IN A SURVEY, YOU ARE ACCEPTING THESE TERMS, WHICH CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MGMA. BY ENTERING DATA, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND YOURSELF AND THE ORGANIZATION YOU ARE ACTING ON BEHALF OF TO THESE TERMS.

1. Contact. After you start a Survey, MGMA may contact you for more information or to follow up.
2. Accuracy. The Data you enter and submit in a Survey is accurate, truthful and not falsified in any way.
3. License. By participating in a Survey, you grant to MGMA and its affiliates (collectively "MGMA") a perpetual, irrevocable, transferable, worldwide, fully paid-up license (with the unrestricted right to grant sublicenses) to use, copy, reproduce, distribute, transmit, publish, modify, sell, create derivative works of, add to, subtract from, incorporate into a collective work, and otherwise exploit the Data in any form or medium now known or hereafter developed. Without limiting any of the foregoing, MGMA may use the Data in any of the following ways:
 - a. MGMA may share the Data amongst its employees, officers, directors, contractors and agents;
 - b. MGMA may create, publish, distribute, transmit or otherwise circulate compilations, statistical tables, survey reports and other publications and products which contain the Data in print, electronic and any other format. For example, MGMA may provide the Data to any direct or indirect subscriber or purchaser of any of MGMA's survey products or other services.
 - c. MGMA may sell, disclose, reproduce, modify, distribute, transfer, sublicense, share with or otherwise make available the Data (either in raw or compiled form) to third parties (including governmental entities) for research or other

purposes which MGMA, in its sole discretion, finds to be beneficial to the field of medical group management or any related endeavor.

4. De-Identified Data. Except as provided in the examples set forth in Sections 2 a-c above, or as otherwise required by law, MGMA generally publishes and/or voluntarily releases to third parties only De-identified Data. "De-identified Data" means Data from which your individual and company name(s) and your mailing address have been removed. Note, however, that the following information is generally not removed from De-identified Data: (i) geographic information, such as the city, state or region of the country, in which you are located; (ii) the type of medical practice and/or medical procedures in which you engage; and (iii) other types of information (other than individual and company names or mailing address) from which it may be possible for a third party to identify you. Although the release of De-identified Data to third parties is typically governed by agreements that restrict the disclosure and improper use of the Data, there is some risk, which you assume by entering Data, that a third party might be able to identify you from information contained within the De-identified Data under certain circumstances. Further, while MGMA makes efforts to ensure Data is De-Identified Data prior to release, MGMA makes no representations or warranties regarding the same.
5. Other Applicable Terms/Policies. Notwithstanding the limitations set forth in Section 3 above, you agree that your name, company name, contact information and other profile information you enter along with any Data may be used as provided in MGMA's Privacy Policy, available at www.mgma.org/privacypolicy. These Terms are also subject to, but will, with respect to the subject matter of these Terms, govern and control over, the MGMA Web Site Terms and Conditions of Use and all other policies or terms contained in any MGMA survey questionnaire, survey product or other instrument pursuant to which Data is collected, analyzed or distributed.
6. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES, WILL MGMA OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, LICENSEES OR SERVICE PROVIDERS, BE LIABLE TO YOU OR TO ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SURVEY, THE DATA OR THESE TERMS, INCLUDING, WITHOUT LIMITATION, ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF MGMA HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH

DAMAGES, AND WITHOUT REGARD TO THE EFFECTIVENESS OF OTHER REMEDIES. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN YOU AGREE THAT THE AGGREGATE LIABILITY OF MGMA AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS OR SERVICE PROVIDERS FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED TEN DOLLARS (\$10.00).

7. Updates. MGMA reserves the right to update or modify these Terms, at any time and without prior notice, by posting the revised version on data.mgma.org. These changes will be effective as of the date we post the revised version on data.mgma.org. Your submission of Data following any such change constitutes your agreement that all Data collected from you through this questionnaire after the revised Terms are posted will be subject to the terms and conditions of the revised Terms. You may access the current version of these Terms at any time by clicking on the link marked "Survey Submission Terms & Conditions" at the bottom of certain pages of data.mgma.org.