

Exhibit A
MGMA LIST RENTAL TERMS AND CONDITIONS

List Renter agrees to comply with the following Terms and Conditions for each “List Rental Activity” that is contracted with MGMA via an executed List Rental Agreement.

1. **PURPOSE.** This Agreement sets forth the terms and conditions on which the “List Renter” shall be allowed to carry out one or more List Rental Activities using MGMA’s proprietary list (collectively, the “MGMA List”). E-mail addresses, phone numbers, and facsimile numbers of MGMA Members/Customers are not included in the MGMA list.
2. **GRANT OF LICENSE.** MGMA grants List Renter a limited, non-exclusive, non-transferable license to distribute mail pieces and/or an email message to MGMA Members/Customers included in the MGMA List only in connection with the approved pieces and/or messages. In no event shall List Renter use the MGMA List, or any portion thereof, more than once for each contracted List Rental Activity. List Renter acknowledges that this Agreement shall not be deemed to limit MGMA from otherwise promoting, marketing, publishing, distributing or renting the MGMA List to other third parties. List Renter’s mail pieces and/or email message to MGMA Members/Customers in the MGMA List shall not constitute or be used to imply an endorsement by MGMA of List Renter’s products or services. Auto response messages to List Renter’s email do not represent the intent of the MGMA Member/Customer to receive additional information from the List Renter and harvesting of contact information from auto-response messages for future contact by the List Renter shall constitute a breach of contract and contract shall immediately be terminated.
3. **TERMS AND TERMINATION.** List Renter’s use per contracted List Rental Activity of the MGMA List must be completed within six weeks (42) days of each contracted List Rental Activity Target Send Date (subject to earlier termination if List Renter violates any of the terms of this Agreement). If List Renter violates any of the Terms and Conditions, MGMA has the right, at any time, to terminate the license granted herein without notice. Upon termination of the List Rental Agreement, the license granted in this List Rental Agreement for use of the MGMA List is immediately revoked. Within five (5) days after the termination of this Agreement, List Renter will return to MGMA the MGMA List, and all copies thereof, or shall destroy the MGMA List, and all such copies thereof, and certify in writing that such copies have been destroyed. Upon termination of this Agreement, through breach or otherwise, List Renter shall provide MGMA with a list of the names of any MGMA Members/Customers on the MGMA List contacted by List Renter. **TERMINATION SHALL NOT RELIEVE LIST RENTER OF ITS OBLIGATIONS HEREUNDER REGARDING THE USE AND CONFIDENTIALITY OF THE MGMA LIST.**
4. **TERMS OF PAYMENT.** List Renter will pay by check or credit card the amount determined by MGMA (the “Purchase Price”) after MGMA’s receipt and review of the List Rental Agreement and MGMA approval of the List Renter’s sample direct mail and/or email message.
5. **SUBMISSION OF SAMPLES TO MGMA FOR APPROVAL.** MGMA will not distribute the direct mail MGMA List to List Renter until MGMA receives from List Renter (i) the Purchase Price, (ii) an executed copy of the List Rental Agreement and (iii) a copy or sample of all email message and/or printed materials, literature, advertisement, or any other materials or information (collectively, “Samples”) to be distributed by List Renter to MGMA Members/Customers included in the MGMA List. For email list rental, List Renter will work through a third party list processing company and not receive a copy of the email list. All Samples are subject to MGMA’s prior approval. MGMA reserves the right to reject the Samples for any reason at any time without liability. If MGMA exercises such right for reasons other than a breach of the Terms and Conditions by List Renter, MGMA will refund all amounts paid by List Renter hereunder. List Renter shall not be entitled to any such refund in the event of a breach of the Terms and Conditions. List Renter shall not distribute to, or communicate with, any MGMA Members/Customers on the MGMA List any materials or information that deviate from Samples approved by MGMA. If List Renter’s email or mail pieces deviate from the Samples approved by MGMA, List Renter must submit new Samples for approval by MGMA prior to distributing such materials to any MGMA Members or Customers on the MGMA List.
6. **PROPRIETARY RIGHTS.** The MGMA List is, and shall remain, the sole and exclusive property of MGMA, and all title and interest in it remains in MGMA. All applicable common law and statutory rights in the MGMA List, including, but not limited to, rights in any confidential and trade secret material, trademarks, service marks, company names, company logos, other proprietary marks, product names,

patents and copyrights, are, and shall remain, the sole and exclusive property of MGMA and are not conveyed under this Agreement. List Renter will not disclose, publish, transfer, duplicate, tag, download, manipulate, reproduce, resell, distribute, sublicense or use for any unlawful purpose, in any form or manner whatsoever, all or any portion of the MGMA List, nor permit any third party to do so. List Renter is prohibited further from making any modifications, adaptations, enhancements, changes, or derivative works of the MGMA List.

7. ASSIGNMENT. List Renter shall not assign or otherwise transfer any of its rights or obligations under the List Rental Agreement, without the prior written consent of MGMA.
8. INJUNCTION. List Renter agrees and acknowledges that any use or disclosure of the MGMA List by List Renter in violation of this Agreement, or any breach by List Renter of the license provisions of this Agreement, shall cause MGMA irreparable harm for which monetary damages or other remedies will be inadequate. List Renter agrees that, in such event, MGMA shall be entitled to seek injunctive or other equitable relief without the necessity of posting a bond, in addition to seeking any other remedies available to MGMA hereunder or under applicable law.
9. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY. IN NO EVENT WILL MGMA BE LIABLE TO LIST RENTER FOR ANY LOSS OF INCOME, PROFIT OR DIRECT OR INDIRECT CONSEQUENTIAL DAMAGES OF ANY NATURE. MGMA'S ENTIRE LIABILITY, IF ANY, AND LIST RENTER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY LIST RENTER FOR USE OF THE MGMA LIST. WHILE MGMA USES ITS BEST EFFORTS TO ENSURE THAT THE MGMA LIST IS AS CURRENT AS POSSIBLE AT THE DATE OF DELIVERY TO LIST RENTER, MGMA MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE MGMA LIST IS COMPLETELY CURRENT, OR OTHERWISE.
10. COMPLIANCE WITH APPLICABLE LAWS. In connection with this Agreement and with its rights and obligations hereunder, List Renter agrees to comply with all applicable laws, rules, and regulations.
11. INDEMNIFICATION. List Renter agrees to indemnify and hold harmless and, upon MGMA's request, defend MGMA and its directors, officers, employees, agents, members or volunteers from any claim, loss, judgment, liability, damage, cost or expense (including reasonable attorneys' fees), arising out of List Renter's acts, omissions or representations in any way related to this Agreement or to List Renter's use of the MGMA List.
12. RELATIONSHIP OF THE PARTIES. The relationship of the parties shall be solely that of independent contractors and nothing herein shall be construed to create or imply any relationship of employment, agency, partnership, joint venture or any other relationship.
13. NOTICE. Except as otherwise provided, all notices and other communications provided for herein shall be in writing and shall be deemed effective if and when sent by first class mail, postage prepaid, addressed to the parties at the addresses set forth for List Renter and for MGMA.
14. FAILURE OF NOTICE. No failure of MGMA to give notice or seek a remedy for any violation of this Agreement or to insist on strict performance hereunder shall reduce, impair, or affect MGMA's rights to later seek such remedy or insist on such performance with respect to the same or other violation or failure, regardless of MGMA's knowledge or lack of knowledge thereof.
15. FORCE MAJEURE. MGMA is not liable under the List Rental Agreement for non-performance caused by events or conditions beyond MGMA's control, including, without limitation, any strike, fire, accident, or other acts of God.
16. ENTIRE AGREEMENT. The List Rental Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings relating thereto. The List Rental Agreement and/or Terms and Conditions may not be modified or changed without MGMA's written consent. If any provision, or any part thereof, of the List Rental Agreement is held to be invalid or illegal, it shall be severed from the List Rental Agreement, and shall not invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to such severed provision or part thereof, in language and intent.
17. GOVERNING LAW. The List Rental Agreement shall be construed in accordance with the laws of the State of Colorado, without giving effect to principles and conflicts of laws.
18. MISCELLANEOUS. The person executing the List Rental Agreement on behalf of List Renter represents and warrants, and List Renter represents and warrants, that such person has all necessary power and authority to execute the List Rental Agreement on behalf of List Renter and that List Renter shall be legally bound by the terms of this Agreement. List Renter and MGMA agree that a facsimile signature is valid and

binding.

19. **DISPUTE RESOLUTION.** The parties shall endeavor in good faith to resolve any disputes which may arise regarding the List Rental Agreement and/or Terms and Conditions. If the parties cannot so agree among themselves, in addition to their respective rights hereunder, either party may initially submit their dispute to confidential mediation by a mutually acceptable third party in the Denver, Colorado business community. If the parties cannot agree on such a person within five (5) business days after the written request for mediation is given by an allegedly aggrieved party to the other party, or, within thirty (30) business days following engagement of a mediator remain in disagreement, then any party may submit all controversies, claims and disputes arising from this Agreement to confidential binding arbitration in Denver, Colorado pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in force, or pursuant to such other rules or procedures to which the parties may agree. In the event of any such mediation or arbitration proceedings between the parties hereto, the prevailing party in such proceeding shall be awarded, in addition to the amount of any judgment or other awarded entered therein, the costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such arbitration proceedings. This provision shall survive termination of this Agreement.