

CPT EDITORIAL CONTENT
TERMS AND CONDITIONS (“CPT
TERMS”)

Last Updated March 13, 2021

These CPT Terms govern your use of the CPT Editorial Content as implicated by the license agreement executed by your organization (“Client”) and IMO (“License Agreement”). Unless otherwise defined herein, all capitalized terms shall have the meanings as set forth in the License Agreement.

If Client enters into an agreement directly with the AMA (defined below) for Client’s use of CPT (defined below) within the Licensed Product (defined below), the terms of such agreement supersede any terms contained herein. Upon request, Client will provide IMO with documentation of Client’s valid agreement with the AMA and such documentation may be verified with the AMA.

1. *Definitions.* For the purposes of these CPT Terms the following definitions apply:

- 1.1 “AMA” shall mean the American Medical Association
- 1.2 “CPT Editorial Content” shall mean the data files of Current Procedural Terminology (“CPT”), a coding work of nomenclature and codes for reporting of healthcare services.
- 1.3 “Territory” shall mean the following countries: Algeria, Argentina, Australia, Bahamas, Belgium, Bermuda, Brazil, British Virgin Islands, Canada, Cayman Islands, Chile, China, Colombia, Costa Rica, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Hong Kong, India, Ireland, Israel, Italy, Jamaica, Japan, Jordan, Republic of Korea (South Korea), Kuwait, Lebanon, Mexico, New Zealand, Norway, Panama, Philippines, Portugal, Qatar, Saudi Arabia, Singapore, South Africa, Spain, Sweden, Switzerland, Thailand, Tunisia, Turkey, United Arab Emirates, United Kingdom, United States and its territories, and Venezuela.

Countries may be added to the Territory upon written notice from the AMA. The AMA reserves the right to delete countries from the Territory where trade is prohibited by U.S. law or where the AMA, in its reasonable judgment, determines that it cannot protect its copyright. Notwithstanding the foregoing, should the AMA determine that it cannot protect its copyright in a territory, IMO shall provide notice of termination to Client and Client shall provide notice to the applicable customers and terminate existing licenses as of the customer’s next renewal date, but in no event later than 12 months after receipt of notice from IMO.

Notwithstanding the foregoing, the territorial restrictions as set forth in the License Agreement shall govern the use and distribution of the Licensed Products, containing the CPT Editorial Content.

- 1.4 “Licensed Product” shall mean the combination of the IMO product(s) containing the CPT Editorial Content (the “Service” as defined in the License Agreement) and the Client software application (“Client Application” as defined in the License Agreement).
2. *Approval of AMA.* The presentation of CPT Editorial Content in the Licensed Product must be in a format approved in writing by the AMA, which will not be unreasonably withheld or delayed. The AMA will use the Licensed Products for the sole purpose of ensuring compliance with these CPT Terms and will maintain them as confidential. Distribution of the Licensed Products is prohibited until the AMA has given final written approval, which will be given only after the Client has submitted to the AMA a copy or provided convenient access to the final and complete Licensed Products.
3. *Changes to Licensed Products.* Any material changes to the presentation of CPT Editorial Content in any Licensed Product after written approval will require re-review and written re-approval from the AMA, which will not be unreasonably withheld or delayed.

4. *License Grant.* Subject to the terms and conditions herein, IMO grants to Client a royalty-bearing, nonexclusive license to use CPT Editorial Content to develop the Licensed Products, to incorporate CPT Editorial Content in the Licensed Products, and to distribute the Licensed Products directly during the Term of the License Agreement and within the Territory, as defined below, with the limited right to sublicense End Users as defined in section 6, *Sublicense of Licensed Products*. This license specifically excludes (a) use of CPT guidelines, notes and instructions in print Licensed Products or electronic Licensed Products in PDF format other than those from the Evaluation and Management section of the CPT Book; (b) any right to distribute CPT Editorial Content alone; (c) any right to translate or modify CPT in any way; and (d) any right to distribute Licensed Products through third parties. Any rights not specifically granted in these CPT Terms are excluded.
5. *Trademark Grant.* Subject to the terms and conditions herein, the AMA grants to Client a royalty-bearing, nonexclusive license to use the trademark "CPT" in the Licensed Products to properly designate CPT Editorial Content and in promotional material, subject to the requirements of section 14, Use of Names and Promotional Material. This trademark license specifically excludes the right to use "CPT" in the title of Licensed Products.
6. *Sublicense of Licensed Products.* Client is authorized to sublicense Licensed Products to end user customers of Client for their own internal use ("End Users"). Client will require all End Users to enter into agreements prior to accessing Licensed Products ("End User Agreement(s)"). The End User Agreement(s) will contain the terms specified in the End User Agreement Checklist, which is attached hereto as **Exhibit A** and incorporated by reference and be in a form appropriate to and enforceable in the Territory in which the Licensed Products will be used. Client shall make best efforts to enforce all provisions of the End User Agreement, including requiring End Users to accurately calculate and/or count Users, as applicable, and report Users to Client (for Client to report and pay royalties to IMO as required by these CPT Terms). Client shall require all End Users of CPT Editorial Content to use the definition of User detailed in section 10.2, User, of these CPT Terms. IMO shall require all End Users to (i) calculate all Users of CPT Editorial Content, as contained in Licensed Product(s), as applicable, in accordance with the methods detailed in the User Proxy Model Calculator, as defined in section 10.3(A), User Proxy Model, and as detailed in Exhibit B; and/or (ii) count all Users of CPT Editorial Content, as contained in Licensed Product(s), as applicable, in accordance with section 10.3(B), Counting Users Model. Client may include additional provisions in its End User Agreements so long as they do not conflict with the terms of these CPT Terms, do not expose the AMA to any liability, and do not jeopardize any of the AMA's rights, including copyright and trademark. All End User Agreements must be consistent with the terms and conditions of these CPT Terms or will be null and void. Client will provide IMO or the AMA, as appropriate, copies of its End User Agreements upon request. Each legal entity and subsidiary where the parent legal entity does not own directly or indirectly at least 51% of its stock must enter into a separate End User Agreement.
7. *Security for Licensed Products Accessed Via the Internet.* Where Licensed Products are accessed via the Internet, Client will use (a) user registration technology, that is, application-level security as well as through the single-user password response security software; and (b) firewall technology, such that the Licensed Products are behind a firewall that filters access and prevents unauthorized retrieval of the contents.
8. *Third Party Distribution.* In no event may Client authorize distribution of Licensed Products containing CPT Editorial Content by any third party.
9. Client shall count and/or calculate, as applicable, Users in accordance with section 10 of these CPT Terms and must provide royalty reports to IMO for IMO to provide to the AMA that meet all of the requirements of section 11 these CPT Terms.
10. *Royalties*
 - 10.1 *Rates.* Royalties to be paid by Client to IMO for CPT Editorial Content are detailed on Schedule 3.0. In addition to royalties for CPT Editorial Content, Client will be charged and pay an administration fee which is equal to 100% of the royalties. The AMA currently publishes a new release of CPT Editorial Content annually.
 - A. A CPT Editorial Content royalty is due for the initial distribution of CPT Editorial Content in a Licensed Product. Thereafter, an additional CPT Editorial Content royalty is due for distribution of each new annual release of CPT Editorial Content to update a previously distributed Licensed Product.

- B. A separate reduced royalty is due for each previous annual release of CPT Editorial Content distributed along with the new annual release in a Licensed Product.
- C. Royalties to be paid by Client to IMO for CPT Editorial Content are detailed on Schedule 3.0. The AMA currently publishes a new release of CPT Editorial Content annually. A separate royalty is due for each annual release of CPT editorial Content distributed, whether multiple annual releases are incorporated into the Licensed Product at initial distribution or whether subsequent annual releases are distributed to update a previously distributed Electronic Licensed Product.

10.2 User. For the purposes of these CPT Terms, "User" means an individual who:

- A. accesses, uses, or manipulates CPT Editorial Content contained in the Licensed Product; or
- B. accesses, uses, or manipulates the Licensed Product to produce or enable an output (data, reports, or the like) that could not have been created without the CPT Editorial Content embedded in the Licensed Product even though CPT Editorial Content may not be visible or directly accessible; or
- C. makes use of an output of the Licensed Product that relies on or could not have been created without the CPT Editorial Content embedded in the Licensed Product even though CPT Editorial Content may not be visible or directly accessible.

Client shall pay royalties under these CPT Terms on a per User per each Licensed Product basis in accordance with the provisions of these CPT Terms including, but not limited to section 10(C), *Compliance*, and Schedule 3.0.

10.3

- A. User Proxy Model. For the product categories defined below ("User Proxy Model Product Categories"), Users of the 2018 and subsequent annual releases of CPT Editorial Content must be calculated using the method detailed on the User Proxy Model calculator ("Calculator") in Exhibit B.

User Proxy Model Product Categories

- i. Clinical EMR. A product installed in a hospital that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc.
- ii. Integrated Ambulatory EMR. A product installed in an ambulatory setting that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc., where the product is integrated with a Clinical EMR.
- iii. Patient Billing System. A product installed in a hospital that automates institutional and professional billing for inpatient and outpatient services and discharged accounts receivable. It may stand alone or integrate with an EMR.
- iv. Ambulatory EMR. A product installed in an ambulatory setting/clinic/physician office environment that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc. May stand alone or may be integrated with a Practice Management product.
- v. Practice Management. A product installed in an ambulatory setting/clinic/physician office environment that provides the registration, scheduling, and billing functions for a physician office or clinic.

User Proxy Model Definitions

- i. Staffed Beds. The total facility beds set up and staffed at the end of reporting period.
- ii. Billing Provider. A healthcare provider who renders medical services for which a fee is charged.
- iii. Ambulatory Facility. A facility that provides health services that do not require an overnight stay.
- iv. Hospital. A facility that provides health services often requiring overnight stays in Staffed Beds.

Notwithstanding the foregoing, Client shall calculate Users and report and pay IMO royalties for CPT® Editorial Content based on the User Proxy Model, as applicable, beginning no later than the

initial date of distribution of the 2018 annual release of CPT® Editorial Content in IMO's Licensed Products.

Notwithstanding anything herein to the contrary, in the event the number of an End User's calculated Users, determined using the User Proxy Model Calculator, exceeds 100% of an End User's full-time equivalents/employees (FTEs), Client shall calculate the number of Users by multiplying the number of FTEs of such End User by 80%, and will round the result to the nearest whole number.

Notwithstanding anything herein to the contrary, the following method shall be used to calculate Users of Licensed Products that are stand-alone emergency room (ER) based Clinical EMRs (which is defined as Clinical EMRs that are only deployed in an ER). For purposes of determining the number of Staffed Beds in the Clinical EMR portion of the User Proxy Model Calculator, Client shall multiply the actual number of Staffed Beds of an End User by 10%.

- B. Counting Users Model. In addition, Client will count Users for use of the 2017 and subsequent annual releases of CPT Editorial Content in connection with Licensed Products that do not fall within the User Proxy Model Product Categories.
- C. Compliance. You represent that you have properly completed Schedule 2.0 which of your Licensed Products fall within the User Proxy Model Product Categories; and which of your Licensed Products require counting Users as detailed in section 10.3(B), *Counting Users Model*.

Client shall pay IMO royalties in accordance with Schedule 3.0 for the number of Users per each Licensed Product (i) calculated using the method detailed on the Calculator in Exhibit B in accordance with section 10.3(A), *User Proxy Model*, as applicable; and/or (ii) as counted in accordance with the Counting User Model as detailed in section 10.3(B), *Counting Users Model*, as applicable.

It remains Client's legal obligation to provide IMO with an accurate number of Users per each Licensed Product no matter which counting or calculation method Client uses, as required by these CPT Terms, and to pay IMO royalty amounts per User per each Licensed Product as detailed on Schedule 3.0.

All royalties shall be reported and paid to IMO in accordance with section 11, *Payments, Reports and Records*.

- 10.4 *Updates*. Starting October 1, 2017, and no later than October 1 of each year thereafter, IMO will publish the AMA's standard Royalty Rate Schedule and any changes to the User Proxy Model including the Calculator to be effective on January 1 of the year following, and such Royalty Rate Schedule shall replace, respectively, the then current Schedule 3.0 and Exhibit B of these CPT Terms.

11. *Payments, Reports and Records*.

- 11.1 Royalties and the Administration Fee are due whether or not Client has been paid. Client will pay IMO a late fee of \$50 or the prime rate plus 1% per year of the amount past due, whichever is greater, on any royalties and not paid or any report not submitted (in accordance with section 11.3) when due. The prime rate will be determined by the rate listed in the Wall Street Journal on the first day of the month. Acceptance of payment by the IMO shall not constitute a waiver of any rights or limitation on any claims that IMO or the AMA may have under these CPT Terms.
- 11.2 If Client elects to disclose the AMA royalty in its licensing, marketing, promotional, billing, or other materials, it will accurately represent and clearly distinguish the AMA royalty from any other fees or royalties. The parties shall not disclose the aggregate amount of any royalty paid to the AMA.
- 11.3 Client will submit an electronic royalty report with each royalty payment fifteen (15) days after the end of each calendar quarter. If there is no reportable activity in a reporting period, Client will send IMO a report so stating. If the reports are not submitted when due, the late fees set forth in section 11(A), Payments will apply.

- 11.4 The reports will be in accordance with processes provided by the AMA and will be in a format similar to the report form published at the AMA Web site. AMA may, at its discretion, update the report format and/or required content but no more than once annually with an effective date of the next January 1. IMO agrees to provide notice of any such changes with a minimum of sixty (60) days prior written notice to Client. CLIENT'S SUBMISSION OF EACH REPORT TO IMO SHALL CONSTITUTE CLIENT'S ATTESTATION TO THE ACCURACY AND COMPLETENESS OF THE REPORT. THE REPORTS WILL INCLUDE THE INFORMATION LISTED ON SCHEDULE 4.0.
- 11.5 Without limiting IMO or the AMA's rights in section 12, Records and Audits, Client shall cooperate with IMO and the AMA and provide additional commercially reasonable detail in connection with Client's royalty reports and Client's compliance with these CPT Terms upon IMO or the AMA's reasonable requests. In addition to the royalty reports required under this section 11, Client will send the IMO a good faith estimate 5 days after the end of each calendar year of the royalties due for the final reporting period of that calendar year. IMO and the AMA will keep the reports confidential.
12. Records and Audit. Client will keep complete and accurate books and records concerning these CPT Terms for at least three years following the year to which they pertain. For Licensed Products accessed via the Internet, If Client counts and report Users for Licensed Products that do not fall within the User Proxy Model Categories, Client shall maintain, appropriate procedures and technology to track the number of Users and maintain computer server logs for audit purposes. IMO, AMA or its representative may, at the AMA's expense and no more than once per year, audit and copy Client's records at Client's location or at a U.S. location if Client's records are maintained outside the U.S., in the presence of its personnel or representative. Interest of the prime rate plus 1% per year will be due for any royalties found due and not paid. The prime rate will be determined by the rate listed in the Wall Street Journal on the first day of the month. If the audit discloses that royalties were under-reported by the greater of \$2500 or 5% in any reporting period or overreported by \$25,000 (in the case of a refund request), Client will reimburse the AMA for the cost of the audit. IMO and the AMA will keep the records confidential.

13. Notices and Disclaimers

13.1 All Licensed Products.

- A. Client will ensure that the following text is displayed prior to initial display of CPT Editorial Content.

CPT copyright 2018 American Medical Association. All rights reserved.

Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The AMA does not directly or indirectly practice medicine or dispense medical services. The AMA assumes no liability for data contained or not contained herein.

CPT is a registered trademark of the American Medical Association.

When Client updates the Licensed Products with subsequent CPT annual releases, Client will update the copyright year as specified in the CPT Book and CPT Data File, which is usually the year prior to the title date (e.g., the copyright year for CPT® 2019 is 2018).

- B. Client will ensure that the following copyright notice is included on each page, or as often as reasonably practical, of any display or print-out where CPT Editorial Content appears (other than that which would constitute fair use, internal reports, and claim forms for specific patients).

CPT copyright 2018 American Medical Association. All rights reserved.

When Client updates the Licensed Products with subsequent CPT annual releases, Client will update the copyright year.

- C. Client will include the trademark symbol ® following the first appearance of “CPT” in each section of the Licensed Products.
- D. If the Licensed Products include National Correct Coding Policy content, Client will ensure that the following text is also displayed prior to initial display of CPT Editorial Content.

The responsibility for the content of any “National Correct Coding Policy” included in this product is with the Centers for Medicare and Medicaid Services and no endorsement by the AMA is intended or should be implied. The AMA disclaims responsibility for any consequences or liability attributable to or related to any use, nonuse or interpretation of information contained in this product.

13.2 Licensed Products.

- A. In addition to the required notices and disclaimers provided under section 13, *Notices and Disclaimers, All Licensed Products*, Client will ensure that the following text is displayed prior to initial display of CPT Editorial Content in Licensed Products and in the End User Agreement.

U.S. Government Rights

This product includes CPT which is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items) or any other license provision. The AMA reserves all rights to approve any license with any Federal agency.

- B. For Licensed Products accessed via the Internet, Client will include wherever practical a hidden digital signature or watermark such that the required copyright notice will appear on all printed or electronic reproductions of each online page.

14. *Use of Names and Promotional Material.* Neither Client nor any of its employees or agents will make any statements that its products are approved or sponsored by the AMA. Neither the AMA nor any of its employees or agents will make any statements that its products are approved or sponsored by Client. Client will not use the name, logo, or initials of the AMA in promotional or marketing materials without the AMA’s prior written approval in each instance. The AMA will not use the name, logo, or initials of Client in promotional or marketing materials without IMO’s prior written approval in each instance. Use of “CPT” in promotional or marketing materials must comply with Promotional Material Guidelines as periodically revised, available at the AMA Web site, and representative samples of such materials must be submitted for the AMA’s prior written approval, which will not be unreasonably withheld or delayed, before any publication or distribution.

15. Copyright and Trademarks

- 15.1 Client acknowledges that the AMA is the owner of all copyright, trademark and other rights to CPT and its updates. Upon written request, Client will include notices on Licensed Products as reasonably requested to protect the AMA’s copyright and trademark in CPT and will, upon such written request, revise all future distributions and updates to the Licensed Products to include the updated notices.
- 15.2 The right to create derivative works of CPT is specifically excluded from the license granted under

these CPT Terms except for Client to technically adapt CPT for inclusion in any Licensed Product. Client assigns to the AMA any and all rights including copyright it may have in any derivative work of CPT. Client acknowledges that between the AMA and Client, the AMA holds moral rights (e.g., the right to be identified as author) in CPT; Client waives any moral rights associated with CPT. Client retains any other rights, including copyright, in the Licensed Products exclusive of CPT, the IMO products, and any derivative work of CPT. Client shall not take any action adverse to the AMA's trademark rights in "CPT" and further shall not apply for any trademark or service mark registrations that include the trademark "CPT."

15.3 The AMA and Client shall take all reasonable efforts to prevent any infringement of the copyrights or proprietary rights residing respectively in CPT and the Licensed Products. The parties shall reasonably cooperate with each other in any claim or litigation against a third party for infringement of the copyrights and/or proprietary rights residing in the Licensed Products but without cost to the party not bringing the suit and the parties shall execute such additional documents that may be reasonably necessary to cooperate in the prosecution of such litigation. In any part of the Territory outside the United States, Client shall protect at its own expense the AMA's copyright in CPT arising from Client's licensing, distribution or use of Licensed Products including suing infringers if reasonably necessary. Client will promptly inform the AMA of any potential infringers or legal actions outside the United States and the AMA may join in any action with counsel of its choice at its own expense.

16. Updates. IMO will make updates of CPT Editorial Content available to Client at its customary fee whenever the AMA makes them available to the public. Client will at its expense revise Licensed Products in their next release, and will offer the availability of the updated Licensed Products.

17. Warranties

17.1 Warranties.

- A. **IMO WARRANTS THAT IT HAS THE AUTHORITY TO ENTER INTO THESE CPT TERMS. THE AMA WARRANTS THAT THE EDITORIAL CONTENT DOES NOT VIOLATE ANY COPYRIGHT OR TRADEMARK RIGHTS OF ANY THIRD PARTY. CPT EDITORIAL CONTENT IS LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE AMA AND IMO DISCLAIM RESPONSIBILITY FOR ANY ERRORS IN THE CPT EDITORIAL CONTENT AND FOR ANY CONSEQUENCES ATTRIBUTABLE TO OR RELATED TO ANY USES, NONUSE, OR INTERPRETATION OF INFORMATION CONTAINED IN OR NOT CONTAINED IN THE EDITORIAL CONTENT. NEITHER THE AMA NOR IMO WILL BE DEEMED TO BE ENGAGED IN THE PRACTICE OF MEDICINE OR DISPENSING MEDICAL SERVICES. THE AMA AND IMO DO NOT WARRANT THAT THE DATA CONTAINED IN THE CPT EDITORIAL CONTENT WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE CPT EDITORIAL CONTENT WILL BE UNINTERRUPTED OR WITHOUT ERROR. AMA WILL BE LIABLE TO CLIENT FOR MATTERS COVERED UNDER THE FIRST SENTENCE IN THIS SECTION AND ANY BREACH BY THE AMA OF THE CONFIDENTIALITY REQUIREMENTS OF THESE CPT TERMS. SUBJECT TO THE PRECEDING SENTENCE, IN NO EVENT WILL THE AMA OR IMO BE LIABLE TO CLIENT OR TO ANY OTHER PARTY FOR ANY DAMAGES INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THESE CPT TERMS OR THE USE OR INABILITY TO USE THE CPT EDITORIAL CONTENT EVEN IF THE AMA OR IMO HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF THE MEDIUM ON WHICH EDITORIAL CONTENT IS CONTAINED IS DEFECTIVE OR THE INFORMATION IS NOT INTACT, AMA OR IMO SHALL PROVIDE A REPLACEMENT. THIS IS AMA'S AND IMO'S SOLE AND ENTIRE LIABILITY.**
- B. Client warrants that (a) it has all necessary rights to exercise the rights granted herein, including rights to the Licensed Products; (b) that any material or product produced hereunder and its End User Agreements will not be in violation of the rights of any third party and will not violate any law; and (c) that any Licensed Products produced hereunder will contain the notices required by these CPT Terms. Between the AMA, IMO and the Client, the entire risk of the quality and performance of the Licensed Products is with Client.

18. Termination

- 18.1 These CPT Terms will be in effect throughout the duration of Client's License Agreement, unless sooner terminated (a) by Client upon written notice to IMO; (b) at the option of the AMA if there is an imposition of a governmental prohibition or restriction rendering it unlawful or jeopardizing the AMA's rights to CPT; (c) at the option of the IMO if IMO fails to fulfill any material obligations and continues to do so for 30 days after notice from IMO; or (d) by IMO upon termination of IMO's distribution agreement with the AMA. In the case of (d), in order for Client to continue to use and access the CPT Editorial Content, Client shall be required to enter into an agreement directly with the AMA.
- 18.2 Upon termination, by lapse of time or otherwise, (a) Client may no longer produce, print, sell, distribute or offer materials, grant licenses or provide updates of CPT Editorial Content; and (b) Client will send the IMO a final report and make final payment of royalties within 30 days of the termination date. Record retention, audit and inspection rights, warranties and indemnification and litigation obligations, and confidentiality requirements will survive termination.

19. U.S. Government Rights

- 19.1 CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items) or any other license provision. The AMA reserves all rights to approve any license with any Federal agency.
- 19.2 Since a potential user of Licensed Products may be employed by or affiliated with a federal government department or agency or other government agency, Client shall include the notices specified under section 8.2.1, Notices and Disclaimers, Licensed Products, U.S. Government Rights. Client shall revise such notices at any time during the term of these CPT Terms upon written request from the AMA solely in order to comply with federal regulations or legislation to protect all rights in the Licensed Products including the AMA's rights in CPT. Upon such written request, Client will revise all future distributions and updates of the Licensed Products and End User Agreements to include such revised notices.
- 19.3 Client shall (a) obtain approval of the AMA prior to providing any Licensed Product to any U.S. governmental User in order to protect the AMA's rights in CPT; (b) not take any action which would jeopardize any rights of the AMA in CPT; and (c) not authorize any U.S. governmental User to use CPT without approval of the AMA.

20. Miscellaneous

Client will be responsible for all of its expenses and for all sales, use, or other taxes except taxes based on the income of IMO. These CPT Terms only becomes effective upon execution by both parties. Nothing in these CPT Terms will create a joint venture, partnership or agency. Both parties will hold the terms of these CPT Terms confidential. If any provision of these CPT Terms is determined to be unenforceable, the rest of the Agreement will remain in full force. Headings in these CPT Terms are for convenient reference only and are not a part of these CPT Terms. The delay or failure to assert a right hereunder or to insist upon compliance with any term or condition of these CPT Terms shall not constitute a waiver of that right or excuse a subsequent failure to perform any term or condition. These CPT Terms will be governed by the laws of the State of Illinois without regard to choice-of-law principles. The courts of the State of Illinois and/or the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over any action arising under or related to the subject matter of these CPT Terms and the parties shall submit to the jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois. IMO may not assign these CPT Terms or any of the rights herein without the prior written approval of the AMA. These CPT Terms and all Schedules and Exhibits and the End User Agreement Checklist together with the attached CPT® Assistant Addendum and CPT® Changes Addendum are the entire agreement between the parties as to the subject matter. Any amendment to these CPT Terms must be in writing signed by both parties.

EXHIBIT A
END USER AGREEMENT CHECKLIST

1. Grant of Rights, Restrictions and Obligations

- (a) The End User Agreement will identify the CPT Editorial Content licensed from the AMA and state that the license granted is a nontransferable, nonexclusive license, for the sole purpose of internal use by End User within the Territory.
- (b) The End User Agreement will state that the End User is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party the Licensed Product(s), or a copy or portion of Licensed Product(s).
- (c) The End User Agreement will specify that provision of updated Editorial Content in the Licensed Product(s) is dependent on continuing contractual relationship between IMO and the AMA.
- (d) The End User Agreement will state that the End User must ensure that anyone with authorized access to the Licensed Product(s) will comply with the provisions of the End User Agreement.
- (e) The End User Agreement will state Users of CPT Editorial Content are defined as follows:

“User” means an individual who:

- (i) accesses, uses, or manipulates CPT Editorial Content contained in the Licensed Product; or
- (ii) accesses, uses, or manipulates the Licensed Product to produce or enable an output (data, reports, or the like) that could not have been created without the CPT Editorial Content embedded in the Licensed Product(s) even though CPT Editorial Content may not be visible or directly accessible; or
- (iii) makes use of an output of the Licensed Product that relies on or could not have been created without the CPT Editorial Content embedded in the Licensed Product even though CPT Editorial Content may not be visible or directly accessible.

The End User Agreement will state End User shall accurately calculate Users as defined above for CPT Editorial Content, as contained in each Licensed Product, as applicable, in accordance with the methods for the User Proxy Model Product Categories of Licensed Product(s) as detailed in the User Proxy Model Calculator in Exhibit A to the End User Agreement Checklist, and/or such other model as required by IMO under the license agreement between IMO and Client. End User shall report to Client the accurately calculated number of Users of CPT Editorial Content, as contained in each Electronic Licensed Product, as applicable, using this methodology (in order that Client may accurately report and pay royalties to IMO, and IMO may accurately report and pay royalties to the AMA).

The End User Agreement will state End User shall accurately count Users as defined above for CPT Editorial Content, as contained in each Electronic Licensed Product, as applicable, where Client advises End User that IMO, Client and End User are obligated to count Users in accordance with the license agreement between IMO and the AMA. End User shall report to Client the accurately counted number of Users of CPT Editorial Content, as contained in each Electronic Licensed Product, as applicable (in order that Client may accurately report and pay royalties to IMO, and IMO may accurately report and pay royalties to the AMA).

2. Notices

- (a) The End User Agreement will state that CPT is copyrighted by the AMA and that CPT is a registered trademark of the AMA.
- (b) The End User Agreement will include the following “U.S. Government Rights” notice:

U.S. Government Rights

This product includes CPT which is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items) or any other license provision. The AMA reserves all rights to approve any license with any Federal agency.

3. Back Up Rights

- (a) The End User Agreement will state that the End User may only make copies of the Licensed Product(s) for back up or archival purposes.
- (b) The End User Agreement will state that all notices of proprietary rights, including trademark and copyright notices, must appear on all permitted back up or archival copies made.

4. Contract Assent Mechanism

- (a) If a written contract is used, an authorized official of both Client and End User must execute the agreement in writing.
- (b) If a shrink-wrap or click-wrap license is used, use of the Electronic Licensed Product(s) must be limited to the U.S.
- (c) If a shrink-wrap license is used, the following notice must appear in boldface type in a conspicuous location so it can be seen prior to opening the Licensed Product(s) package:

Carefully read the following terms and conditions before opening and using the <insert name of Electronic Licensed Product>. Opening and using <insert name of Electronic Licensed Product> acknowledges your acceptance of these terms and conditions. If you do not agree with these terms and conditions, you should return the <insert name of Electronic Licensed Product> package within a reasonable time and your money will be refunded.

- (d) If a click-wrap agreement will be used, each End User must indicate acceptance of the terms of the End User Agreement by an appropriate mechanism provided for that purpose. For purposes of these CPT Terms, "click-wrap agreement" means a license agreement that: (i) appears on a computer screen or Web page; (ii) requires End Users to see the terms of the license agreement before indicating acceptance; (iii) includes a computer program or Web page mechanism which requires End Users to accept the terms of the End User Agreement prior to accessing Editorial Content (for example, by pointing the cursor at a "I Accept" box and indicating by clicking that they accept the terms); and (iv) includes a mechanism to keep a record of the End User's acceptance of the End User Agreement.

5. Miscellaneous

- (a) **The End User Agreement will limit, to the extent possible under the applicable laws, the warranties and liability for CPT Editorial Content as contained in the Licensed Products, stating that CPT Editorial Content as contained in the Licensed Products is provided "as is" without any liability to the AMA, including without limitation, no liability for consequential or special damages, or lost profits for sequence, accuracy, or completeness of data, or that it will meet the End User's requirements, and that the AMA's sole responsibility is to make available to Client replacement copies of the CPT Editorial Content if the data is not intact; and that the AMA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in CPT Editorial Content.**
- (b) The End User Agreement will state that it will terminate in the event of default.
- (c) The End User Agreement will require a license fee or other consideration.
- (d) The End User Agreement will state that in the event a provision is determined to violate any law or is unenforceable the remainder of the End User Agreement will remain in full force and effect.
- (e) AMA shall be named as a third-party beneficiary of the End User Agreement.
- (f) The End User Agreement will state End User grants IMO permission to provide the AMA with End User's name.

User Proxy Model Calculator for data file licensing (CPT®, ICD-10 and HCPCS)

AMBULATORY SETTING: Use this page, if your setting is exclusively Ambulatory Facilities.

(Method for calculating Users of Ambulatory EMR and Practice Management as required by CPT Internal Use License.)

NAME OF INSTITUTION

NAME OF REPRESENTATIVE

NAME OF ELECTRONIC PRODUCT(S)

DATE

| | PRODUCT CATEGORIES | | | | | | | |
|--|--|---|-------|-------|---|--------------------------------|-------|-------|
| <p>STEP 1: Identify product</p> <p>For the two product categories, check which one pertains to the product you are licensing. If the product you are licensing is an EMR used in a Hospital Setting, please refer to previous page.</p> | <p><input type="checkbox"/> Ambulatory EMR</p> <p>A product installed in an ambulatory setting/clinic/physician office environment that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc.</p> <p>May stand alone or be integrated with a Practice Management product.</p> | <p><input type="checkbox"/> Practice Management <i>(stand alone)</i></p> <p>A product installed in an ambulatory setting/clinic/physician office environment that provides the registration, scheduling, and billing functions for a physician office or clinic.</p> | | | | | | |
| <p>STEP 2: Calculate your User Count</p> <p>For the product category you selected in Step 1, multiply your organization's number of Billing Providers (FTE) by the factor provided to arrive at your total User count and record this as the number of Users for the purpose of your License. For the product category you did not select, enter zero.</p> | <p style="text-align: center;">x 4 =</p> <table style="margin: auto; border-collapse: collapse;"> <tr> <td style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;">Billing Providers* (FTE)</td> <td style="padding: 0 10px;">x 4 =</td> <td style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;">Total</td> </tr> </table> <p style="font-size: small; margin-top: 10px;">*A health care provider who renders medical services for which a fee is charged</p> | Billing Providers* (FTE) | x 4 = | Total | <p style="text-align: center;">x 1 =</p> <table style="margin: auto; border-collapse: collapse;"> <tr> <td style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;">Billing Providers* (FTE)</td> <td style="padding: 0 10px;">x 1 =</td> <td style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;">Total</td> </tr> </table> | Billing Providers* (FTE) | x 1 = | Total |
| Billing Providers* (FTE) | x 4 = | Total | | | | | | |
| Billing Providers* (FTE) | x 1 = | Total | | | | | | |

User Proxy Model Calculator for data file licensing (CPT®, ICD-10 and HCPCS)

(Method for calculating Users of EMRs and Patient Billing Software as required by CPT Distribution and Internal Use License Agreements)



NAME OF INSTITUTION _____

NAME OF REPRESENTATIVE _____

NAME OF ELECTRONIC PRODUCT(S) _____

DATE _____

| | Product(s) Used in Hospital Settings and/or Integrated Delivery Network | | | Product Used in Ambulatory Settings |
|---|---|--|--|---|
| <p>STEP 1: Identify products</p> <p>For the first three product categories, check all which pertain to the product(s) you are licensing. If the product(s) you are licensing is an EMR used exclusively in the ambulatory environment, please check only the fourth category titled Ambulatory Only-EMR.</p> | <input type="checkbox"/> Clinical EMR A product installed in a hospital that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc. | <input type="checkbox"/> Ambulatory EMR A product installed in an ambulatory setting that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc., where the product is integrated with a Clinical EMR. | <input type="checkbox"/> Patient Billing System A product that automates inpatient and professional billing for inpatient and outpatient services and discharged accounts receivable. It may stand alone or integrate with an EMR. | <input type="checkbox"/> Ambulatory-Only EMR A product installed in an ambulatory setting/clinic/physician office environment that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc. May stand alone or may be integrated with ambulatory billing program. |
| <p>STEP 2: Calculate your User subtotal</p> <p>For each of the product categories you selected in Step 1, multiply your organization's number of Staffed Beds and/or Billing Providers by the factor provided. For those product categories you did not select, enter zero.</p> | $\frac{\text{Staffed Beds}^*}{\text{Subtotal}} \times 2 =$ | $\frac{\text{Staffed Beds}^*}{\text{Subtotal}} \times 3 =$ | $\frac{\text{Staffed Beds}^*}{\text{Subtotal}} \times 1 =$ | $\frac{\text{Billing Providers}^\dagger}{\text{Total}} \times 4 =$ |
| | *The total facility beds set up and staffed at the end of reporting period | | | †A health care provider who renders medical services for which a fee is charged |
| <p>STEP 3: Calculate your total User count</p> <p>Add all subtotals from Step 2 to arrive at your total User count and record this as the number of Users for the purpose of your License.</p> | $\boxed{\text{Orange}} + \boxed{\text{Blue}} + \boxed{\text{Green}} = \underline{\hspace{2cm}} \text{ Total Users}$ | | | $\boxed{\text{Grey}} = \underline{\hspace{2cm}} \text{ Total Users}$ |

**EXHIBIT B
Proxy Models**

User Proxy Model Calculator for data file licensing (CPT®, ICD-10 and HCPCS)

Hospital Setting: Use this page, if your setting is Hospital(s) only or a mix of Hospital(s) and Ambulatory Facilities.

(Method for calculating Users of Clinical EMR, Integrated Ambulatory EMR and Patient Billing System as required by CPT Distribution License.)

VENDOR NAME

PRODUCT NAME(S)

| PRODUCT CATEGORIES | | | |
|---|--|---|---|
| <p>STEP 1: Identify products</p> <p>For the three product categories, check all which pertain to the product(s) you are licensing. If the product(s) you are licensing is an EMR used exclusively in Ambulatory Facilities, please refer to the next page.</p> | <p><input type="checkbox"/> Clinical EMR</p> <p>A product installed in a hospital that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc.</p> | <p><input type="checkbox"/> Integrated Ambulatory EMR</p> <p>A product installed in an ambulatory setting that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc., where the product is integrated with a Clinical EMR.</p> | <p><input type="checkbox"/> Patient Billing System</p> <p>A product installed in a hospital that automates institutional and professional billing for inpatient and outpatient services and discharged accounts receivable. It may stand alone or integrate with an EMR.</p> |
| <p>STEP 2: Calculate your User subtotal</p> <p>For each of the product categories you selected in Step 1, multiply your organization's number of Staffed Beds by the factor provided. For those product categories you did not select, enter zero.</p> | <p align="center">$\frac{\text{Staffed Beds}^*}{\text{Subtotal}} \times 2 =$</p> | <p align="center">$\frac{\text{Staffed Beds}^*}{\text{Subtotal}} \times 3 =$</p> | <p align="center">$\frac{\text{Staffed Beds}^*}{\text{Subtotal}} \times 1 =$</p> |
| <p>STEP 3: Calculate your Total User count</p> <p>Add all subtotals from Step 2 to arrive at your Total User count and record this as the number of Users for the purpose of your License.</p> | <div style="border: 1px solid black; width: 150px; height: 40px; margin: 0 auto;"></div> <p>TOTAL USERS</p> | | |

*The total facility beds set up and staffed at the end of reporting period

User Proxy Model Calculator for data file licensing (CPT®, ICD-10 and HCPCS) Ambulatory Setting: Use this page, if your setting is exclusively Ambulatory Facilities.

(Method for calculating Users of Ambulatory EMR and Practice Management as required by CPT Distribution License.)

VENDOR NAME

PRODUCT NAME(S)

| PRODUCT CATEGORIES | | | | | | | | |
|---|--|---|--|-------|---|---|--|-------|
| <p>STEP 1: Identify product</p> <p>For the two product categories, check which one pertains to the product you are licensing. If the product you are licensing is an EMR used in a Hospital Setting, please refer to previous page.</p> | <p><input type="checkbox"/> Ambulatory EMR</p> <p>A product installed in an ambulatory setting/clinic/physician office environment that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc.</p> <p>May stand alone or be integrated with a Practice Management product.</p> | <p><input type="checkbox"/> Practice Management <i>(stand alone)</i></p> <p>A product installed in an ambulatory setting/clinic/physician office environment that provides the registration, scheduling, and billing functions for a physician office or clinic.</p> | | | | | | |
| <p>STEP 2: Calculate your User Count</p> <p>For the product category you selected in Step 1, multiply your organization's number of Billing Providers (FTE) by the factor provided to arrive at your Total User count and record this as the number of Users for the purpose of your License. For the product category you did not select, enter zero.</p> | <p>x 4 =</p> <table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border-top: 1px solid black; width: 100px; text-align: center;">Billing Providers¹ (FTE)</td> <td style="width: 20px;"></td> <td style="border-top: 1px solid black; width: 100px; text-align: center;">Total</td> </tr> </table> <p><small>¹A health care provider who renders medical services for which a fee is charged</small></p> | Billing Providers ¹ (FTE) | | Total | <p>x 1 =</p> <table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border-top: 1px solid black; width: 100px; text-align: center;">Billing Providers¹ (FTE)</td> <td style="width: 20px;"></td> <td style="border-top: 1px solid black; width: 100px; text-align: center;">Total</td> </tr> </table> | Billing Providers ¹ (FTE) | | Total |
| Billing Providers ¹ (FTE) | | Total | | | | | | |
| Billing Providers ¹ (FTE) | | Total | | | | | | |

SCHEDULE 1.0

EDITORIAL CONTENT NAMES AND AVAILABLE USES

Editorial Content available for use in Licensed Products (includes use via the Internet and eBooks)

CPT® Editorial Content

SCHEDULE 2.0

CLIENT'S LICENSED PRODUCTS

| Client's Licensed Product Name and Description | Licensed Products* | | | |
|--|------------------------|----------------|--|--|
| | CPT® Editorial Content | IMO Product(s) | Method of Determining Number of Users <i>Select from designations below**</i> | Category of Licensed Product <i>Select from designations below***</i> |
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* For each Licensed Product, one of the following designations should be added in the boxes for all applicable Editorial Content:

- P = Previously Distributed Products
- A = Approved Products

** For each Licensed Product, one of the following bolded designations should be entered to indicate which method was used to determine the number of Users of that Licensed Product.

| DESIGNATION | METHOD OF DETERMINING NUMBER OF USERS |
|--------------------|--|
| CU | Counting Users Model |
| UP | User Proxy Model |
| UP-FTE | User Proxy Model Full-Time Equivalents/Employees Calculation |
| UP-ER | User Proxy Model Emergency Room Clinical EMR Calculation |

*** For each Licensed Product, one or more of the following designations should be added to indicate the category(ies) of the Licensed Product, as those categories are defined below.

| DESIGNATION | PRODUCT CATEGORY | DEFINITION |
|--------------------|----------------------------------|---|
| IA-EMR | Integrated Ambulatory EMR | A product installed in an ambulatory setting that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc., where the product is integrated with a Clinical EMR. |

| DESIGNATION | PRODUCT CATEGORY | DEFINITION |
|--------------------|--|---|
| A-EMR | Ambulatory EMR | A product installed in an ambulatory setting/clinic/physician office environment that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc. May stand alone or may be integrated with a Practice Management product. |
| A | Analytics | A product that analyzes clinical and/or financial health data. |
| C-EMR | Clinical EMR | A product installed in a hospital that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc. |
| HIE | Health Information Exchange | A product that provides the capability to electronically move clinical information among disparate healthcare information systems, and maintain the meaning of the information being exchanged. |
| O&QM | Outcomes & Quality Management | A product that provides a clinical data set utilized in monitoring overall performance, efficiency, cost, and quality of clinical care by analyzing, comparing and trending information of detailed clinical practice patterns and parameters. |
| PBS | Patient Billing System | A product installed in a hospital that automates institutional and professional billing for inpatient and outpatient services and discharged accounts receivable. It may stand alone or integrate with an EMR. |
| PH | Population Health | A product that gathers, normalizes and analyzes health data to coordinate care and improve outcomes for individuals and populations of patients. |
| PM | Practice Management | A product installed in an ambulatory setting/clinic/physician office environment that provides the registration, scheduling, and billing functions for a physician office or clinic. |
| Other | (please specify) | (please specify) |

SCHEDULE 3.0
ROYALTY RATE SCHEDULE

Electronic Royalty Rate Table 3.1

| Effective Dates | Royalty Rates per User for Each Electronic Licensed Product | | |
|-----------------------------------|---|------------------------------|-----------------------|
| | CPT [®] Editorial Content for initial release and each annual update | Each previous annual release | New Editorial Content |
| 1-Jan-2021 | \$17.00 | \$8.50 | AMA Standard Rates |
| 1-Jan-2020 | \$17.00 | \$8.50 | AMA Standard Rates |
| 1-Jan-2019 | \$16.50 | \$8.25 | AMA Standard Rates |
| January 1 of each year thereafter | AMA Standard Rates | | |

SCHEDULE 4.0

REPORTING REQUIREMENTS

On the dates set forth in these CPT Terms, Client shall provide a report with the following parts for each reporting period and will report this information in accordance with processes provided by the AMA.

- Royalty Report Part I – Client shall submit a report containing the total amount of royalties due for each Licensed Product and the respective licensed Editorial Content (i.e., CPT, etc.) whether the Licensed Product(s) and the respective Editorial Content, and in the report format as published on the AMA Web site.
- Royalty Report Part II – Client shall report the variables set forth below, *Variables for Royalty Report Part II*, for all Licensed Product(s) and the respective licensed Editorial Content (i.e., CPT, etc.), and in the report format as published on the AMA Web site.
- **CLIENT’S SUBMISSION OF EACH REPORT TO AMA SHALL CONSTITUTE IMO’S ATTESTATION THAT CLIENT REPORTED VALIDATED USER COUNTS AS SET FORTH HEREIN. THE REPORTS WILL INCLUDE THE INFORMATION LISTED ON THIS SCHEDULE 4.0.**

VARIABLES FOR ROYALTY REPORT PART II

| END USER TYPE | DATA ELEMENTS REQUIRED** |
|---------------|---|
| Payer | <ul style="list-style-type: none"> - Organization name - Parent organization - City, State - Country (if not United States) - Licensed Product Name - Number of Users - Total members - Total full-time equivalents/employees (FTEs) (if available) - Use case (claims, EDW, analytics, portals for all of the above) - Royalty due |
| Hospital | <ul style="list-style-type: none"> - Organization name - City, State - Country (if not United States) - Parent organization - Licensed Product name - Total Staffed Beds* per hospital (if not licensing entire entity) or system - Care setting (ambulatory, hospital, both) - Total MDs (if available) - Total residents (if available) - Total full-time equivalents/employees (FTEs) (if available) - Total outpatient visits (if available) - Number of Users - Royalty due |

| | |
|--------------------------|---|
| Ambulatory | <ul style="list-style-type: none"> - Organization name - City, State - Country (if not United States) - Parent organization - Licensed Product name - Total Billing Providers[†] - Total MDs (if available) - Total full-time equivalents/employees (FTEs) (if available) - Care setting (hospital, ambulatory) - Number of Users - Royalty due |
| All Other End User Types | <ul style="list-style-type: none"> - Organization name - City, State - Country (if not United States) - Parent organization - Licensed Product name - Number of Users - Royalty due |

*“Staffed Beds” means the total facility beds set up and staffed at the end of reporting period.

† “Billing Providers” means a health care provider who renders medical services for which a fee is charged.