

ICD-10-CA CODES
TERMS AND CONDITIONS ("Terms")

These Terms govern Client's use of the ICD-10-CA content as implicated by the license agreement executed by Client and IMO ("License Agreement"). Unless otherwise defined herein, all capitalized terms shall have the meanings as set forth in the License Agreement.

1. End User License Grant. IMO hereby grants Client and Client's End-Users a non-exclusive, non-transferable, non-assignable, limited license in Canada to:
 - i. Use the ICD-10-CA content ("Specifications") subject to these Terms.
2. End User License Restrictions
 - i. The license granted to Client is subject to the following restrictions:
 - A. The Specifications may be used solely in conjunction with the IMO® Terminology Products.
 - B. The Specifications may be used solely for Client's internal purposes.
 - C. The Specifications may be used only within the territorial confines of Canada.
 - ii. Client shall not, and shall not permit any third party, without the express written permission of the Canadian Institute for Health Information ("CIHI"), to:
 - A. reproduce or distribute copies of the Specifications in any form, including as an on-line help reference except as expressly permitted in these Terms;
 - B. make any modifications, changes, alterations, amendments or corrections to the Specifications, except as follows:
 - a. to make formatting changes; and
 - b. to insert hyperlinks within the electronic medical record software solution licensed by Client ("Software") to coding instructions and definitions found in the user manuals that are part of the Specifications; or
 - C. license, sublicense, transfer, assign, sell, distribute or otherwise make available the Specifications to any third party.
3. Ownership. CIHI and its licensors shall at all times own all right, title and interest in and to the Specifications, including all intellectual property rights therein. Client shall not obtain title to or ownership of the Specifications or any other property right except as expressly provided by these Terms. In the event that Client suggests any Specification improvements, modifications, changes or corrections which CIHI wishes to use, Client hereby assigns to CIHI all right, title and interest thereto. During the term of the License Agreement and thereafter, Client will not recalculate, reverse engineer or otherwise attempt to reproduce or assist others to reproduce any part of the Specifications, except as necessarily incidental to the use of the IMO® Terminology products as expressly permitted herein.
4. Records. Client will keep full, complete, and accurate records relating to its use of Specifications and its exercise of its rights under these Terms. CIHI will have the right, at its own expense and upon at least ten (10) Business Days' prior written notice, to have one or more representatives of CIHI examine such records during normal business hours to verify compliance with the terms of these Terms. All information obtained will be treated by CIHI, and its authorized agent, as Confidential Information of Client in accordance with these

Terms. Client will preserve such records for at least seven (7) years from the date of their creation or such longer period as may be prescribed by any records retention policy applicable to Client.

5. **Markings.** Client will not alter, cover or remove any trademark, copyright or other proprietary rights notice placed by CIHI or a third party in or on the Specifications. Client will comply with all reasonable directions issued by CIHI from time to time regarding the form and placement of proprietary rights notices in or on the Software or related media, packaging or promotional materials.
6. **Use of Trademarks and Advertising Materials.** Client will not use or modify CIHI's name or trademarks, or the names or trademarks of CIHI's licensors, or any advertising materials containing any of the foregoing when advertising the Software unless it has obtained the prior written approval of CIHI, which may be withheld for any reason. Client acknowledges and agrees that it shall not, directly or indirectly, during or subsequent to the term of the License Agreement, do anything inconsistent with the validity, ownership, distinctiveness or integrity of CIHI's, or CIHI's licensor's trademarks or the goodwill attaching thereto, nor shall it assist any third party in doing so. CIHI may publish Client's name from time to time in a list of CIHI's licensed vendors, and may specifically itemize each product for which Client is or has been licensed under these Terms, unless Client has requested to CIHI, in writing, that it does not want its name published on such list.
7. **Support.** Client agrees that CIHI is not required to provide any support to End-Users with respect to the Specifications.
8. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE SPECIFICATIONS ARE PROVIDED "AS IS" WITHOUT OTHER WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE ACCURACY AND USE OF THE SPECIFICATIONS, AND THE RESULTS AND PERFORMANCE OF THE SOFTWARE, ARE ASSUMED BY END USERS.
9. **Liability.** IN NO EVENT WILL CIHI BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST OF BUSINESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF INFORMATION, BUSINESS INTERRUPTION AND THE LIKE; OR (B) ANY DAMAGES IN EXCESS OF THE AMOUNTS PAID PURSUANT TO THESE TERMS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM; ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT (INCLUDING FUNDAMENTAL BREACH), COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY INCLUDING WITHOUT LIMITATION, ANY USE OR INABILITY TO USE THE SPECIFICATIONS OR THE SOFTWARE EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
10. **Indemnity.** Client will defend, indemnify and hold IMO and CIHI harmless from and against any liability, damage, costs or expenses based on any claim or action alleging bodily injury, property damage or any other claim or action arising out of Client's exercise of the rights granted in these Terms including the use or inability to use the Specifications, provided IMO or CIHI: (i) promptly notifies Client in writing of the claim; and (ii) cooperates with Client and allows Client to control the defense and any related settlement negotiations.
11. **Confidentiality.**
 - a. Under these Terms, Client may have access to technical or business information of CIHI, including: algorithms, methodologies and data; product specifications, plans and strategies; software source code; promotional plans; client data and records; customer and supplier lists; and other information that CIHI considers to be confidential (collectively the "Confidential Information"). If such information is to be disclosed, the Client agrees to receive such information in confidence. Disclosed information will be labeled as the CIHI's Confidential Information or, if orally or visually disclosed, will be confirmed and identified in writing by the disclosing party within thirty (30) business days after disclosure. Client agrees to receive the Specifications as CIHI Confidential Information. All copies of the Specifications, including any test data, will be deemed to be marked as Confidential Information for the purpose of these Terms.

b. The Client will protect the Confidential Information it has received pursuant to these Terms from unauthorized use and disclosure to third parties with the same degree of care as the Client uses for its own comparable confidential information, but not less than reasonable care. CIHI Confidential Information will only be used for purposes of these Terms and by those employees or independent contractors of Client who have a need to know such information for purposes related to these Terms and that are subject to obligations of confidentiality consistent with these Terms. The obligations of this Section will not apply to any information which the Client can show is: i) already known by the Client prior to disclosure, other than as a result of a prior confidential disclosure; ii) publicly available through no fault of the Client; iii) rightfully received from a third party without a duty of confidentiality; iv) disclosed by Client with the CIHI's prior written approval; or which is v) required to be disclosed by law, provided the CIHI has been given at least fourteen (14) business days' prior notice thereof.

c. Immediately upon becoming aware of a breach or potential breach of any provision of these Terms relating to confidentiality, the Client shall immediately notify to CIHI verbally and confirmed in writing. Despite any other provision of these Terms, a breach by Client of any obligation of confidentiality under these Terms will constitute a material breach of these Terms and these Terms shall terminate immediately.

12. Termination. These Terms may be terminated by IMO in whole, or in respect of any part of the Specifications (i) immediately upon a breach by Client of these Terms which is not cured within a thirty (30) business day period from the date of the breach; (ii) immediately if any of IMO's underlying rights in the Specifications are terminated; (iii) immediately if Client becomes insolvent, bankrupt or falls into receivership and fails to be discharged within thirty (30) business days; or (iv) immediately if Client makes an assignment, reorganization or arrangement for the benefit of creditors.
13. CIHI. All parties agree that the Canadian Institute for Health Information shall be, and is hereby, named as an express third-party beneficiary of these Terms for the purpose of enforcing at law and at equity all rights under these Terms against Client, the covenants of Client and the warranty disclaimers and limitations of liability set forth in these Terms, whether or not such provisions make specific reference to CIHI or the Specifications.