<u>ICD-10-WHO</u> TERMS AND CONDITIONS ("TERMS")

These Terms govern Client's use of the version of the Service that incorporates ICD-10-WHO codes ("ICD") as licensed to IMO by the World Health Organization ("WHO") and 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. Client is permitted to use the version of the Service that incorporates ICD subject to compliance with the terms and conditions herein.
- 2. Restrictions.
 - **A.** Client shall not amend, abridge, translate, delete or in any other way change ICD, whether in whole or in part, without the consent of the World Health Organization ("WHO"); or
 - **B.** ICD is for the internal use by Client's End Users. It is not to be reproduced, transmitted or outside the End User's organization in any form or by any means.
- **3.** Endorsement. The use of ICD in the Service does not imply any endorsement by WHO of any specific product.
- **4.** Disclaimer of Warranties. ICD is distributed without warranty of any kind, either express or implied. In no event shall IMO or WHO be liable for damages, including any general, special, incidental, or consequential damages, arising out of the use of ICD.
- **5.** Notices. When making ICD available to End-Users, Client shall display the following acknowledgement prominently when ICD is first accessed through the Service:
 - ICD-10 codes used by permission of WHO, from: <u>International Statistical Classification of Diseases and Related Health Problems, Tenth Revisions (ICD-10) Fourth Edition</u>. Vols 1-3. Geneva, World Health Organization, 2010.
- **6.** Fees. At the time of the execution of this Agreement, there are no license fees required for use of ICD by Client. If, at any time, the WHO requires that fees be paid by IMO for Client's use of ICD, Client shall pay to IMO such fees as are attributable to Client's use of the ICD. IMO shall invoice Client for the applicable fees due thirty (30) days from the date of the invoice.