ICD-10-AM, 9TH EDITION
TERMS AND CONDITIONS ("TERMS")
AUSTRALIA

These Terms govern Client's use of the ICD-10-AM, 9th edition 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. Grant of Rights and Restrictions

   a. Client is permitted to use the version of the Service that incorporates ICD-10-AM internally within Australia solely in conjunction with the Service, subject to the terms and conditions herein.

   b. Restrictions. Client shall not:

      i. publish, distribute via the Internet or other public computer based information system, create derivative works (including translating) of ICD-10-AM;
      ii. decompile, reverse engineer, disassemble, or otherwise attempt to obtain or isolate ICD-10-AM from the Service;
      iii. use all or portions of the ICD-10-AM provided to Client herein with any other item or system other than the Service; or
      iv. transfer, sell, lease, license, or otherwise make ICD-10-AM, or any portion thereof, available to any unauthorized party.
      v. For purposes of this Exhibit, "unauthorized" means any individual or entity not licensed to use ICD-10-AM.

2. Intellectual Property Rights

   ICD-10-AM is owned and licensed by the Independent Hospital Pricing Authority ("IHPA"). Additionally, the World Health Organization owns all intellectual property in the WHO Material incorporated in ICD-10-AM. "WHO Material" means the original ICD-10 supplied to the Australian Government by the WHO.

3. Termination

   IMO shall have the right to immediately terminate the licenses granted herein by providing written notice of such termination to Client in the event that: (i) Client fails to abide by any of these Terms; or (ii) if the IHPA terminates its agreement with IMO.

4. Miscellaneous

   The ICD-10-AM materials provided under these Terms shall be considered "Confidential Information" as defined the License Agreement.