

IMO® UB-04 PACKAGE TERMS

Last revised August 20, 2019

These terms and conditions (the “**Terms**”), are part of the MSA executed by IMO and Client governing Client’s use of the Licensed Solutions in conjunction with the Epic Software, the terms of which are incorporated by reference herein (the “**MSA**”). Capitalized terms not defined herein will have the meaning attributed to them in the MSA.

LICENSED CONTENT

IMO UB-04 Package

THE IMO UB-04 Package is The *Official UB-04 Data Specifications Manual*, together with any updates ("UB-04 Manual") provided by Health Forum, Inc. ("Health Forum"). As incorporated in the Licensed Solutions, the IMO UB-04 Package is used to drive workflows related to the UB-04 forms used for claims billing. This solution includes NUBC Codes associated with the following list types: Revenue, Condition, Occurrence Date and Span, Patient Status, Point of Origin for Admission or Visit, Type of Admission, and Value.

1. **Definitions.** Whenever used in these Terms, the following terms shall have the meanings set forth below, and other capitalized terms have the meanings set forth herein.

- (a) “**Affiliate**” shall mean and include any person, corporation, firm, partnership, Limited Liability Company, association or other entity controlling, controlled by or under common control with a party and/or its shareholders or owners. Without limiting the foregoing, Affiliates of Health Forum include the AHA, the National Uniform Billing Committee, the Editorial Advisory Board for ICD-9-CM and the Editorial Advisory Board for HCPCS.
- (b) “**End User**” means any natural person authorized by Client to use the Licensed Solutions that is either a direct employee or directly affiliated with the Client and authorized to use or access the Epic Software under Client’s agreement with Epic.
- (c) “**Licensed Content**” means the IMO UB-04 Package.

2. **License Grant; Restrictions.**

- (a) The Licensed Content incorporated into the Licensed Solutions is provided solely for the internal business use of the Client and its End Users;

- (b) Solely in connection with the Licensed Solutions, the Client and its End Users shall have the right during the Term to:

- i. Install and use the Licensed Content on a computer system at each End User location;
- ii. Reproduce and distribute excerpts of Licensed Content without modification in various printed and electronic documents solely for purposes of claims processing, billing and patient treatment, via commands contained in the Licensed Solutions;
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- iv. Make copies of the Licensed Content for back up or archival purposes only; provided that, all copyright notices specified in Section 3 and government rights notices specified in Section 4 appear on all permitted back up or archival copies that are made.

- (c) Notwithstanding the foregoing, Client and its End Users are prohibited from publishing, distributing via the Internet or other public electronic information system, creating derivative works (including translations), modifying, transferring, selling, leasing, licensing or otherwise making available to any unauthorized party the Licensed Content, or a copy or portion of the Licensed Content.

- (d) IMO’s right to provide the Licensed Content to the Client in connection with the Licensed Solutions pursuant to these Terms is dependent upon the continuation of the contractual relationship between IMO and

Health Forum. If this contractual relationship expires or is otherwise terminated, these Terms will be immediately terminated and the Client will be required to discontinue all use of the Licensed Content pursuant to these Terms.

(e) Client shall ensure that anyone with authorized access to the Licensed Content will comply with the provisions of these Terms and Client shall be responsible for any breach of these Terms by Client End Users.

3. **Copyright Notices.** Client shall include the appropriate copyright notice set forth below in connection with Licensed Content. From time to time, IMO may update the Licensed Solutions to include updated versions of the Licensed Content ("Updated Products"). When IMO provides the Client with the Updated Products, IMO will advise Client of the appropriate year to be displayed in the copyright notice.

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(b) Health Forum and its Affiliates are third-party beneficiaries of these Terms. Nothing in these Terms shall be interpreted or construed as giving any rights or benefits to anyone other than Health Forum, its Affiliates, IMO, Client and the End Users.

(c) Client will not contest or challenge (or assist others to so do) IMO's or Health Forum's and its Affiliates' rights with respect to the Licensed Content.

(d) Client shall keep at its principal place of business complete and accurate records and accounts covering all transactions relating to these Terms, including a list of all End Users, for at least five years following the year to which such records and accounts pertain. Client will also provide IMO or its authorized agent with reasonable access, without charge, to review or audit the relevant books, records and systems of Client to assure compliance

with these Terms. IMO agrees to give the Client at least five days' prior written notice of its exercise of audit rights under these Terms.

6. **General.** These Terms will not be construed as an amendment to or waiver of any other provision of the MSA or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party.