

END USER LICENSE AGREEMENT ("EULA")

The following terms and conditions shall govern your ("Client") access to and use of the Licensed Solutions as identified in the agreement between Client and Software Vendor. "Software Vendor" means the entity that has contracted with Client to provide access to the Licensed Solutions.

1. **Licensed Solutions.** IMO grants to Client a non-exclusive, personal, non-transferable, limited license to use the Licensed Solutions during the Term, subject to the terms of this EULA. Client shall not (a) cause or permit the Licensed Solutions, in whole or in part, to be available to any other person, entity or business; (b) copy (except for backup or disaster recovery operations), reverse engineer, create a cache of, decompile or disassemble the Licensed Solutions, in whole or in part; (d) modify, combine, integrate, render interoperable, the Licensed Solutions with any other software or services not contemplated by this EULA; (e) share, sell, rent, lease, or otherwise distribute access to the Licensed Solutions, or use the Licensed Solutions to operate any timesharing, service bureau, or similar business; (f) alter, destroy or otherwise remove any proprietary notices within the Licensed Solutions; or (g) disclose the results of any benchmark tests to any third parties without IMO's prior written consent. IMO and IMO's licensors retain and own all right, title, and interest in all intellectual property rights in the Licensed Solutions, and all enhancements, revisions or improvements to, or derivative works the foregoing. If Client provides IMO with any suggested improvements, or requests additions or changes to the Licensed Solutions, Client grants IMO a nonexclusive, perpetual, irrevocable, royalty free, worldwide license, with rights to transfer, sublicense, sell, use, reproduce, display, and make derivative works of such suggested improvements, additions or changes. Third Party Components will be provided under the applicable terms of the third party supplier. IMO makes no representations or warranties regarding the Third Party Components.
2. **Warranty Disclaimer.** THE LICENSED SOLUTIONS ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. IMO DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE AND ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. IMO DOES NOT WARRANT THAT THE LICENSED SOLUTIONS WILL BE ERROR-FREE OR UNINTERRUPTED, THAT ALL DEFECTS WILL BE CORRECTED, OR WILL MEET CLIENT'S REQUIREMENTS.
3. **Professional Responsibility.** Client acknowledges and agrees that the Licensed Solutions are information management tools that require the involvement of professional medical personnel and the information provided is not intended to be a substitute for the advice and professional judgment of a physician or other professional medical personnel. Client further acknowledges and agrees that the Licensed Solutions are not intended to diagnose disease, prescribe treatment, or perform any other tasks that constitute or may constitute the practice of medicine or of other professional or academic disciplines. Client will be solely responsible for the professional and technical services provided by Client and Client Users. IMO makes no representations concerning the completeness, accuracy or utility of any information in the Licensed Solutions. IMO has no liability for the consequences to Client or Client's patients of Client's use of the Licensed Solutions.
4. **Disclaimer of Liability.** EXCEPT FOR IMO'S INDEMNIFICATION OBLIGATIONS IN THE FOLLOWING SECTION, IN NO EVENT SHALL IMO BE LIABLE TO ANY PERSON INCLUDING, BUT NOT LIMITED TO CLIENT OR CLIENT'S PATIENTS FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS EULA OR THE LICENSED SOLUTIONS. IMO'S TOTAL LIABILITIES ARISING OUT OF OR RELATED TO THIS EULA ARE LIMITED TO THE FEES RECEIVED BY IMO FOR CLIENT'S USE OF THE LICENSED SOLUTIONS IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.
5. **IMO's Indemnification.** Subject to the provisions set forth herein, IMO will defend or, at its option, settle any claim or action brought against Client by an unaffiliated third party to the extent it is based on a claim that the Licensed Solutions directly infringe such third party's United States patent, trademark or copyright

(each, a “Claim”), and IMO will pay any final judgment of the Claim awarded against Client by a court of competent jurisdiction, or settlement of the Claim agreed to by IMO. IMO will have the foregoing obligation under this Section only if Client provides IMO with (a) prompt written notice of the Claim, (b) sole control and authority over the defense and any settlement of the Claim, and (c) all available information, assistance, and authority reasonably necessary to settle and/or defend any such Claim. IMO shall have no indemnification obligation or liability for any Claim or infringement resulting from (i) Client’s continued use of the infringing Licensed Solution after receipt of notice of a claim; (ii) modifications to the Licensed Solutions by any party other than IMO; (iii) any development of, or modifications made to, the Licensed Solutions pursuant to Client’s designs, specifications or instructions; (iv) the combination or use of the Licensed Solutions with other products, processes or materials if the Licensed Solution itself does not infringe; or (v) Client’s use of the Licensed Solutions other than in accordance with the Documentation or the terms of this EULA.

6. **Client’s Indemnification.** Client will defend, indemnify and hold IMO and its officers, directors, and agents harmless against third party claims, liabilities, judgments, settlements, penalties, and causes of action (“Third Party Claims”) and associated costs and expenses (including reasonable attorneys' fees) arising out of the use of the Licensed Solutions by Client; provided however, that the foregoing indemnity will not apply to the extent Client has used the Licensed Solutions in accordance with the Documentation and applicable standards of good clinical practice and the proximate and direct cause of the Third Party Claim is IMO’s negligence or willful misconduct in providing the Licensed Solutions.
7. **Data.** Client retains all rights with regard to Client’s Data and IMO may only use Data as expressly permitted by this EULA. IMO may use, disclose, and retain Data to perform, support, and improve the Licensed Solutions and for purposes permitted by Applicable Laws.
8. **General.** Client agrees that IMO shall be, and is hereby, named as an express third-party beneficiary of this EULA for the purpose of enforcing at law and at equity all terms set forth in this EULA. Client will ensure that anyone with authorized access to the Licensed Solutions will comply with the provisions of this EULA. If any provision of this EULA is determined to be unenforceable, the rest of this EULA will remain in full force. The delay or failure to assert a right herein or to insist upon compliance with any term or condition of this EULA shall not constitute a waiver of that right or excuse a subsequent failure to perform any term or condition. Client may not assign any of the rights herein without prior written approval from IMO. This EULA will be governed by 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 this EULA and the parties agree to submit to the jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois. This EULA is the entire agreement between Client and IMO as to the subject matter. This EULA may be terminated by IMO or Software Vendor at any time if: (i) Client violates any provision of this EULA; or (ii) Software Vendor’s relationship with IMO terminates. If this EULA is terminated for any reason, Client agrees to immediately return or destroy all copies of the Licensed Solutions and all accompanying items and certify the return or destruction thereof. Client acknowledges that the Service includes SNOMED Clinical Terms (SNOMED CT®) which is used by permission SNOMED International. All rights reserved. SNOMED CT®, was originally created by The College of American Pathologists. “SNOMED” and “SNOMED CT” are registered trademarks of the SNOMED International. Additionally, Client acknowledges and agrees to the terms and conditions set forth at <https://www.imohealth.com/cpt-end-user> and <https://loinc.org/license/>, which may be updated from time to time.
9. **Definitions.**

“Data” means data that is collected, stored, processed or generated through Client’s use of the Licensed Solutions.

“Documentation” means the printed and on-line materials, user guides, product specifications, training manuals and other similar information that assist Client, as updated from time to time.

“Licensed Solutions” means the terminology products and/or software programs developed by IMO and accessed by Client pursuant to the agreement between Client and Software Vendor.

“Term” means the term of the agreement between Client and Software Vendor that provides for use of the Licensed Solutions.

“Third Party Components” means all third party software and content included in the Licensed Solutions as identified in the Documentation.