

DSM TERMS AND CONDITIONS (“DSM TERMS”)

Update 2/16/2023

These DSM Terms govern Client’s use of the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (“DSM” or “DSM-5-TR”) codes 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.

Client, and its Users (as defined below) will at all times during the Term(s) of their Agreement with IMO be appropriately licensed to use DSM in conjunction with the Service either directly from the American Psychiatric Association (“APA”) or an official APA reseller, including IMO.

“User” is defined as a named individual who (a) accesses, uses, or manipulates DSM contained in the Service; or (b) accesses, uses, or manipulates the Service to produce or enable an output (data, reports, or the like) that could not have been created without DSM-5-TR embedded in the Service even though DSM may not be visible or directly accessible for Users of the Service.

1. License Rights

- A. IMO grants Client a limited nontransferable, nonexclusive license to the DSM for the sole purpose of internal use by Client in conjunction with the Service, subject to the terms and conditions herein and the License Agreement.
- B. Client is permitted to provide access to DSM to Client’s authorized Users with valid DSM Licenses.
- C. Client is prohibited from using any portions of the DSM other than those expressly allowed under these DSM Terms.
- D. Client is prohibited from (i) distributing, publishing, translating, or transferring possession of the Service containing DSM; and (ii) creating derivative works based on the DSM, or selling, leasing, or licensing it or otherwise making it available to a non-authorized party. Notwithstanding the foregoing, authorized IMO Distributors shall have the rights to distribute as set forth in the License Agreement.
- E. Client may only make copies of the DSM as required by use of the Service, specifically, by executing the Service or making one back-up copy for archival purposes. Client agrees that all notices of proprietary rights, including trademark and copyright notices set forth above in Section 3, must appear on all permitted back up or archival copies made.
- F. Client shall obligate anyone authorized to use the Service containing DSM to comply with the provisions of these DSM Terms.
- G. Any rights not granted herein are specifically prohibited.

3. Intellectual Property

Client acknowledges and agrees that:

- A. Nothing in these DSM Terms shall be construed to grant to Client any ownership or other proprietary interest in DSM. Client agrees that it does not acquire any title, ownership, or other exclusive intellectual property right or license under these DSM Terms. The APA retains all rights in the original DSM, regardless of whether or not it is incorporated in the Service.
- B. Copyright. DSM is owned and copyrighted by the American Psychiatric Association (“APA”). In all instances where any portion of the DSM appears, the source and copyright status of the material must appear where the text appears and in all marketing materials. The following notice shall be used:

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The American Psychiatric Association is not affiliated with and is not endorsing this product.

To the extent that such notice or any other copyright management information is embedded in the electronic the Service, Client and its Users agrees that it will not alter it or delete it. Further Client and its Users agree to require all Users of the Service to maintain such copyright management information in its original form as provided by the APA.

- C. Trademark. Client acknowledges that DSM and DSM-5-TR are registered trademarks of the American Psychiatric Association and may not be used commercially without prior approval. The APA grants to Client permission to use the

DSM and DSM-5-TR trademarks on a non-exclusive basis, as part of the Service, only with proper notice and only as necessary to accomplish Client's purpose as set out in above. The following notice shall be used:

*DSM and DSM-5-TR are registered trademarks of the American Psychiatric Association, and are used with permission herein. Use of these terms is prohibited without permission of the American Psychiatric Association. Use of this trademark does not constitute endorsement of this product by the American Psychiatric Association

- D. Client will not include any statements that expressly or implicitly represents or suggest that APA has sponsored, endorsed, or approved the Service or that the APA is affiliated, connected, or associated with the Service.

4. Termination

IMO shall have the right to immediately terminate Client's license to DSM by providing written notice of such termination to Client in the event that: (i) Client fails to abide by any of these terms and conditions; or (ii) if the APA terminates its agreement with IMO.

5. User License

The use of the DSM within the Service requires a calendar year DSM license for each User.

Client will at IMO or the APA's request provide documentation that Client and Client's Users are appropriately licensed for the use of the DSM. If Client is not appropriately licensed for the Use of DSM with either the APA or an authorized APA reseller, Client will report and pay IMO the applicable license fees for Client's Users in accordance with Section 6 below.

6. User Calculations, Fees, Payments, and Reports

If Client elects to license DSM for use in conjunction with the Service through IMO or in the event the APA cannot validate Client and Client's Users are appropriately licensed for the use of DSM, Client shall report and pay for Client's and if applicable, Client's Customer Users of DSM within the Service by the due date(s) as provided below.

- A. Report Users. Client will submit reports to IMO of Client's and if applicable, Client's Customer's Users of DSM in the Service.
1. Report Information. Client's report of Users shall include, the calculation method used, total number of user, the royalty amount due, and if requested, additional information as may be required by the APA or IMO.
 2. Reports Due. Client report(s) are due to IMO as follows:
 - i. Initial Report. The later of the Effective Date of the Agreement or at the time of Client's initial access to the Service ("Service Date"), and
 - ii. Annual Reporting. All Client's shall report annually on the anniversary of their Initial Report.
 - iii. Semiannual Report: A semiannual report is due from IMO Distributors (as defined below) and when Client's number of Users increase, in the case where Client is using User Range, Provider Range or Bed Range, when client moves into the next highest range. Reports are due as follow:

January 15th. This report is for the period of July 1 through December 31 of the previous calendar year.

July 15th. This report is for the period of January 1 through June 30 of the current calendar year.
- B. Calculate Users. Client may elect their User calculation method at the time of their initial report and at the time of Client's annual report to IMO. The calculation methods are as follows:
1. Counting Users – Count the individual number of Users.
 2. User Range – Determine the applicable User range.
 3. Proxy Provide – Determine the applicable range of Provider range. Provider is defined as an end-user employee or staff member that is a licensed physician or any other person authorized under the DSM Terms to access, use, or manipulate DSM within the Service as a clinical user in accordance with a duly executed License Agreement.
 4. Proxy Bed – Determine the applicable range of Bed range. Bed is defined as any licensed bed by the health system and is not limited to behavioral health or inpatient psychiatric bed.
- Ranges are provided in the table under Fees below.
- C. Fees.
1. License Fees:
 - i. The per user DSM fee is \$21/per User/per year for calculations by per individual Users
 - ii. The fees for User Range, Provider Range or Bed Range are based on this table:

USER Range	Provider Range	Bed Range	Fee Per Year *
0-75	0-525	0-131	\$1,575
76-99	525-700	132-175	\$2,100
100-199	701-1400	176-350	\$3,150
200-299	1401-2100	351-525	\$4,410
300-499	2101-3500	526-875	\$6,825
500-999	3501-7000	876-1750	\$12,600
100-1999	7001-14000	1751-3500	\$23,100
2000-2999	14001-21000	3501-5250	\$31,500
3000-4999	21001-35000	5251-8750	\$47,250
5000-9999	35001-70000	8751-17500	\$84,000
10000+	70001+	17500+	Request Quote

*In the event a Client's range moves to a higher level during the reporting year, customer will be charged the difference between the current range's Fee Per Year and the new range's Fee Per Year.

License fees are set by the APA and are subject to change upon (30) days written notice by IMO to Client.

- D. Payments. IMO will invoice customer and customer will pay upon receipt the Fees due as calculated above.

7. IMO Distributor Terms and Conditions

Clients who are authorized in their License Agreement with IMO to further distribute the Service containing DSM ("IMO Distributor") to their customers ("Client Customer") shall:

- A. Comply with the DSM Terms.
- B. Require each Client Customer to enter into a written agreement that in the minimum includes the DSM Terms herein.
- C. Be responsible for Client Customer and Client Customer's Users compliance with these Terms.
- D. Not grant any rights regarding DSM not specifically permitted in these DSM Terms.

8. Warranties, Limitation of Liability, and Miscellaneous

- A. Client agrees to the extent possible under the applicable laws, the warranties and liability for DSM as contained in the Service is provided "AS IS" without any liability to the APA, including without limitation, no liability for consequential or special damages, or lost profits for sequence, accuracy, or completeness of data, or that it will meet the End User's requirements. IMO's sole responsibility with regard to the DSM is to use reasonable efforts to correct defects in the Service. The APA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in DSM.
- B. Disclaimer of Warranties. THE AMERICAN PSYCHIATRIC ASSOCIATION EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES (INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO CLIENT'S USE OF DSM IN THE INTEGRATED SERVICE.

THE AMERICAN PSYCHIATRIC ASSOCIATION WILL NOT BE LIABLE TO CLIENT, OR ANY THIRD PARTY FOR LOSS OF PROFITS, LOSS OF USE OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, EVEN IF IT IS AWARE OF THE POSSIBILITY THEREOF. CLIENT AGREES THAT THE ENTIRE LIABILITY OF THE AMERICAN PSYCHIATRIC ASSOCIATION WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEE PAID FOR THE DSM LICENSE OR THE FEE PAID OR PAYABLE FOR THE LICENSE IN ANY TWELVE-MONTH PERIOD.

- C. Disclaimer of Medical Liability. DSM is not a substitute for, is not designed to, and does not provide, medical advice. It is a guide for clinicians. Every clinician should use his or her own medical judgment and skill in diagnosing mental illness. The American Psychiatric Association shall not be liable to Client or any third party if readers of DSM disregard professional medical advice, or delay in seeking such advice, because of something they have read in DSM. The American Psychiatric Association and IMO shall not be liable to Client or any third party if readers of DSM rely on information in DSM in making diagnoses, or in place of seeking professional medical advice. RELIANCE ON ANY INFORMATION CONTAINED IN DSM IS SOLELY AT THE READER'S OR USER'S OWN RISK.

Moreover, the American Psychiatric Association is not responsible or liable to Client or any third party for any advice, course of treatment or diagnosis provided by a physician or other health care professional. The American Psychiatric

Association neither recommends nor endorses any specific tests, products, procedures, opinions or other information that may be recommended to a reader or user by a health care professional.

- D. If any provision of these DSM Terms is determined to violate any law or be unenforceable, the rest of the DSM Terms will remain in full force.