

**CPT EDITORIAL CONTENT
TERMS AND CONDITIONS (“CPT TERMS”)**

Updated 11/30/2023

Certain IMO products contain CPT® codes, descriptions, included in the CPT Standard File (“CPT Editorial Content”) licensed by the American Medical Association (“AMA”). These CPT Terms govern Client’s and User’s use of the CPT Editorial Content as implicated by the agreement executed by Client and IMO (“Agreement”) governing Client’s use of the “Service” or “Licensed Solutions,” as applicable (collectively referred to as “Licensed Solutions”). Unless otherwise defined herein, all capitalized terms shall have the meanings as set forth in the Agreement.

1. Grant of Rights; Restrictions

- (i) The license granted for CPT Editorial Content is a limited, nontransferable, nonexclusive, non-sublicensable, license, for the sole purpose of internal use of the Licensed Solutions by Users within the Territory (defined below).
- (ii) Client is prohibited from making CPT Editorial Content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making available to any unauthorized party the Licensed Solutions, or a copy or portion of CPT Editorial Content to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in these CPT Terms.
- (iii) Client must ensure that anyone with authorized access to the Licensed Solutions will comply with the provisions of these CPT Terms.
- (iv) Any right to further distribute CPT Editorial Content beyond the right granted in this Section is prohibited, except in cases where Client maintains a separate distribution license agreement with the AMA for CPT Editorial Content in the specified IMO Licensed Solutions. In such cases, the initial right to further distribute CPT Editorial Content in the Licensed Solutions as contained in Client’s products requires valid in good standing verified separate distribution license agreement between Client and the AMA for the Client’s products that contain the Licensed Solutions.

“Territory” shall mean the following countries: Algeria, Argentina, Australia, Bahamas, Belgium, Bermuda, Brazil, British Virgin Islands, Canada, Cayman Islands, Chile, China, Colombia, Costa Rica, Cyprus, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, HongKong, India, Ireland, Israel, Italy, Jamaica, Japan, Jordan, Republic of Korea (South Korea), Kuwait, Lebanon, Mexico, New Zealand, Norway, Panama, Peru, Philippines, Portugal, Qatar, Saudi Arabia, Singapore, South Africa, Spain, Sweden, Switzerland, Thailand, Tunisia, Turkey, United Arab Emirates, United Kingdom, United States and its territories, and Venezuela.

2. CPT Editorial Content Licenses.

- (i) Client and its Users will at all times during the Term of their Agreement with IMO be appropriately licensed to use the AMA’s CPT Editorial Content in conjunction with the Licensed Solutions either directly from the AMA or an official AMA reseller.
- (ii) If Client is not licensed directly with the AMA or other official AMA reseller, Client shall pay royalties to IMO as set forth herein. Client shall keep records that allow IMO to calculate royalties for Client and its Users in accordance with the Client’s applicable AMA licensing model. The AMA’s licensing models are (1) Counting User (2) User Proxy (3) Health Plan (4) Provider Health Analytics and (5) Telemedicine and Report Patient Monitoring. See Exhibit A – AMA Licensing Models for additional information. Determination of the appropriate licensing model is made by the AMA.
- (iii) IMO will verify annually with the AMA that Client is appropriately licensed for CPT Editorial Content for use within the Licensed Solutions. Client maybe required to provide information and documentation that Client and Users are appropriately licensed and have accurately reported to the AMA. Nothing herein shall require Client to submit or release information that would cause Client to be in violation of applicable Federal or state privacy laws.
 - If Client is not appropriately licensed for CPT Editorial Content, Client will immediately without haste obtain the appropriate licensing directly from the AMA.

If Client is permitted by the AMA and elects to license through IMO then Client shall by the 15th day of the month following the end of a calendar quarter (“Due Date”) shall as defined in the applicable Licensing Model in Exhibit A - AMA Licensing Models:

- Provide a report which includes the information required under the licensing model; and
 - Pay royalties that have been calculated based on the appropriate licensing model; and
 - Pay late fees, if applicable. Late fees may be applied to (1) payments and/or reports not received by IMO from Client by the Due Date, (2) in the event Client has underreported its number of Users, (3) applied the incorrect AMA licensing model, or (4) failed to pay its royalty payment in full.
- (v) The AMA determines the appropriate licensing model. If the AMA rejects the model chosen by Client, Client will be responsible for and required to pay all royalties due and provide required information under the AMA approved model.

3. Notices

Client acknowledges that:

- (i) CPT Editorial Content is copyrighted by the AMA;
- (ii) CPT is a registered trademark of the AMA; and
- (iii) The provision of updated CPT Editorial Content within the Licensed Solutions is dependent on a continuing contractual relationship between IMO and the AMA.
- (iv) **U.S. Government End Users.** CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. This agreement does not grant the Federal Government a direct license to use CPT based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).
- (v) Royalty Rates are set by the AMA and are subject to change upon thirty (30) days written notice by IMO to Client

4. Miscellaneous

Client expressly acknowledges and agrees to the extent permitted by applicable law, use of the CPT Editorial Content is at Client's sole risk and the CPT Editorial Content is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The CPT Editorial Content does not replace the AMA's *Current Procedural Terminology* book or other appropriate coding authority. The coding information contained in the CPT Editorial Content should be used only as a guide.

The AMA is hereby named as a third-party beneficiary of these CPT Terms. Client hereby grants IMO permission to provide the AMA with Client's name.

Exhibit A – AMA Licensing Models

Counting Users (Only available when AMA determines no other model applies)					
Unit of Licensure	Royalty Rate for CPT Editorial Content	Formulas to Calculate Royalty Due	Report Information Required		
CPT User (defined below)	2024 Release: 18.00/user 2025 Release: \$18.50/user Previous Release: \$9.00/user	<u>For each IMO Product</u> CPT User X Royalty Rate = Royalty Due	<ul style="list-style-type: none"> • Client Name, city, state and country • IMO Product 	<ul style="list-style-type: none"> • Release(s) • Number of CPT Users 	<ul style="list-style-type: none"> • Royalty Due • Applicable late fee

“CPT User” shall mean, an individual who: (i) accesses, uses, or manipulates the CPT Editorial Content contained in the Licensed Solutions; or (ii) accesses, uses, or manipulates the Licensed Solutions to produce or enable an output (data, reports or the like) that could not have been created without the CPT Editorial Content embedded in the Licensed Solutions even though the CPT Editorial Content may not be visible or directly accessible; or (iii) makes use of an output of the Licensed Solutions that relies on or could not have been created without the CPT Editorial Content embedded in the Licensed Solutions even though the CPT Editorial Content may not be visible or directly accessible.

User Proxy (Available to Billing Providers, Ambulatory Facilities and Hospitals that meet that fall within a User Proxy Model Category)					
Unit of Licensure	Royalty Rate for CPT Editorial Content	Formulas to Calculate Royalty Due	Report Information Required		
CPT User (defined above)	2024 Release: 18.00/user 2025 Release: \$18.50/user Previous Release: \$9.00/user	<u>For each IMO Product</u> 1st – Sum of the applicable User Proxy Model Factors = Factors (see below for User Proxy Model Factors) 2nd - Billing Providers or Staffed Beds X Factors = Users 3rd – User X Royalty Rate = Royalty Due	<ul style="list-style-type: none"> • Client Name, city, state and country • IMO Product • Applicable Proxy Model Categories 	<ul style="list-style-type: none"> • Release(s) • Number of Staffed Beds or Billing Providers 	<ul style="list-style-type: none"> • CPT Users • Royalty Due • Applicable late fee

“Staffed Beds” shall mean the total facility beds set up and staffed at the end of reporting period.

“Billing Provider” shall mean a healthcare provider who renders medical services for which a fee is charged.

“Ambulatory Facility” shall mean a facility that provides health services that do not require an overnight stay.

“Hospital” shall mean a facility that provides health services often requiring overnight stays in Staffed Beds

User Proxy Model Factors		
User Proxy Model Product Categories	Applicable User Proxy (Staffed Beds or Billing Providers)	User Proxy Model Factor
Clinical EMR (CEMR). A product installed in a hospital that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc.	Staffed Beds	2
Integrated Ambulatory EMR (IAEMR). A product installed in an ambulatory setting that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc., where the product is integrated with a Clinical EMR.	Staffed Beds	3
Patient Billing System (PBS). A product installed in a hospital that automates institutional and professional billing for inpatient and outpatient services and discharged accounts receivable. It may stand alone or integrate with an EMR.	Staffed Beds	1
Ambulatory EMR (AEMR). A product installed in an ambulatory setting/clinic/physician office environment that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc. May stand alone or may be integrated with a Practice Management product.	Billing Providers (FTE)	4
Practice Management (PM). A product installed in an ambulatory setting/clinic/physician office environment that provides the registration, scheduling, and billing functions for a physician office or clinic.	Billing Providers (FTE)	1

Exhibit A – AMA Licensing Models

Health Plan Model

Health Plan Model may apply to health plan entities that are not Medicare Fee for Service (traditional Medicare) that use CPT Editorial Content in their systems.

Additional information and details on this AMA Licensing Model can be obtain by reaching out to your IMO Sales Executive or the AMA.

Licensing of CPT Editorial Content under this Model should be done directly with the AMA. Please reach out to the AMA directly to obtain licensing.

Provider Health Analytics

Provider Health Analytics Model may apply to entities that use products in systems that relies on CPT Editorial Content to organize data or generate outputs that support assessment, benchmarking, or other analysis of clinical, financial, operational, or value-based care data. Analytics outputs include, but are not limited to, data validation, data normalization, clinical analysis, patient care analysis, care provider analysis (physicians, nurses, therapy, etc.), financial analysis, health plan analysis, supply chain analysis, fraud analysis, and human resources analysis.

Additional information and details on this AMA Licensing Model can be obtain by reaching out to your IMO Sales Executive or the AMA.

Licensing of CPT Editorial Content under this Model should be done directly with the AMA. Please reach out to the AMA directly to obtain licensing.

Telemedicine and Remote Patient Monitoring

Telemedicine and Report Patient Monitoring may apply to entities that use products in a telemedicine and remote system that provide virtual care and/or remote monitoring for patients and clinicians.

Additional information and details on this AMA Licensing Model can be obtain by reaching out to your IMO Sales Executive or the AMA.

Licensing of CPT Editorial Content under this Model should be done directly with the AMA. Please reach out to the AMA directly to obtain licensing.