

CDT® CODES TERMS AND CONDITIONS (“CDT Terms”)

Updated August 9, 2024

These Current Dental Terminology Content (“CDT”) Terms govern Client’s use of the American Dental Association (“ADA”) CDT codes as implicated by the license agreement executed by Client and IMO Health (“License Agreement”). Unless otherwise defined herein, all capitalized terms shall have the meanings as set forth in the License Agreement.

1. END USER LICENSE GRANT

Client is hereby granted a non-exclusive, non-transferable right to use the CDT solely as part of the Service and solely for End User’s internal business purposes.

“End User” as defined by the ADA means an individual licensed to use an IMO Health product solely for internal business purposes, and not for redistribution. An individual is an End User who:

- (a) directly accesses, uses, or manipulates CDT Code contained in an IMO Health product; or
- (b) in the case where CDT is embedded in an IMO Health product and not directly accessible, relies on embedded CDT Code to perform his or her intended function with the Service or its output, or makes use of an output of an IMO Health product that relies on or could not have been created without the CDT content, even though CDT content may not be visible or directly accessible.

This License grants End-Users the right:

- (a) to install and use the CDT on Client’s computer system;
- (b) to retrieve CDT codes, descriptors and nomenclature via commands contained in the Integrated Service for the exclusive use of End-User;
- (c) to reproduce and distribute partial listings of the CDT codes, nomenclature and descriptors in various printed and electronic documents for purposes of claims processing, billing and patient treatment, via commands contained in the Integrated Service;
- (d) to print limited portions of the CDT solely for the exclusive use of End User; and
- (e) to print a complete listing of the CDT codes, nomenclature and descriptors solely for the exclusive use of End User.

2. END USER LICENSE RESTRICTIONS

Client acknowledges and agrees that use of CDT by End Users is limited to within the United States, and the United States Territories.

Client agrees that except as expressly permitted in Section 1 of these CDT Terms, End Users may not and may not permit anyone else to:

- (a) copy the CDT
- (b) alter, amend, change or modify the CDT, including the CDT codes, nomenclature and descriptors or other content of the CDT
- (c) remove any copyright or other proprietary notices, labels, or marks from the CDT or from output created by using the Service.
- (d) distribute, sell, assign, lease or otherwise transfer the CDT, including the Code or any portion thereof, in any printed, machine-readable or other form to any other person, firm or entity, including but not limited to, as Output
- (e) use the CDT, whether on a time-sharing, remote job entry or other multiple user arrangement. End User shall take reasonable measures to maintain the security of the CDT.

The restriction set forth in section 2(b) shall not limit End User’s right to add additional content to the Integrated Service (“End User Content”), provided: End User does not alter, amend, change or modify existing CDT codes, nomenclature and descriptors or other CDT content, and End User’s Output does not claim or otherwise imply that such End User Content is owned, created, approved or endorsed by ADA.

IN NO EVENT SHALL END USER USE THE INTEGRATED SERVICE FOR OR ON BEHALF OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO USE OF THE INTEGRATED SERVICE TO PROVIDE CONSULTING, TIMESHARING OR OUTSOURCING SERVICES OR TO ACT AS A SERVICE BUREAU OPERATION. END USER IS EXPRESSLY PROHIBITED FROM DISTRIBUTING OUTPUT, INCLUDING THE CODE OR PORTIONS THEREOF, TO ANY PERSON, FIRM OR ENTITY.

The foregoing restriction shall not be deemed to restrict the End User from using the CDT codes in the ordinary course of its business, to identify procedures used in the treatment of patients and processing of insurance claims.

3. OWNERSHIP OF INTELLECTUAL PROPERTY

Client acknowledges and agrees that the American Dental Association owns all right, title and interest (including all copyrights and other intellectual property rights) in the CDT (in all print and machine-readable forms), all other rights of commercialization, rental or sale of the CDT or any part thereof, the right to make derivatives of the CDT and the right to distribute the CDT and copies thereof. End user acquires no proprietary interest in the CDT, or any portion thereof. Except for the limited rights expressly granted to Client and End User herein this Agreement, all other rights in the CDT are owned and retained by ADA.

4. WARRANTY

EXCEPT AS EXPRESSLY STATED HEREIN, THE CDT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. END USER BEARS ALL RISK RELATING TO QUALITY, ACCURACY AND PERFORMANCE OF THE CDT.

5. LIMITATION OF LIABILITY

IN NO EVENT WILL ADA BE LIABLE FOR ANY LOST PROFITS OR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, ARISING OUT OF THIS LICENSE AGREEMENT OR THE USE OF OR INABILITY TO USE THE CDT OR DOCUMENTATION, EVEN IF ADA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY CLAIM OR CAUSE WHATSOEVER WHETHER SUCH CLAIM OR CAUSE IS IN CONTRACT, TORT OR OTHERWISE.

6. INDEMNIFICATION

Client agrees to indemnify the ADA (including reasonable attorneys' fees and costs of litigation) against and hold ADA harmless from any and all claims, liability, losses, damages and expenses resulting from End User's use of the CDT, in breach of any of the terms of this Agreement, or End User's use of any data or documentation received from ADA, regardless of the form of action.

7. THIRD PARTY BENEFICIARY

The ADA is a direct and intended third party beneficiary of the End User License between IMO Health and Client; provided, however, ADA's rights as a third party beneficiary are limited solely to the End User's use of the CDT outside the scope of the End User License.

8. FEES, PAYMENTS AND REPORTS

The use of the CDT within the Service requires a CDT license for each End User from the ADA. Client shall report its number of End User and pay the current license fee for each End User to IMO Health annually. These fees paid will be passed on directly to the ADA from IMO Health.

- (a) **Fees.** License Fees: The license fee is four dollars and fifty-four cents (\$4.54) per End User per calendar year. License fees are set by the ADA and are subject to change upon (30) days written notice by IMO Health to Client. Such notice may be in the form of an invoice, or any other form of notice commonly used by IMO Health to communicate with Client.
- (b) **Reports.** Annual by the 15th of January of each calendar year, client will provide IMO Health with the number of End User as of December 31st of the previous calendar year.
- (c) **Payments.** IMO Health will invoice customer and customer will pay IMO Health immediately for the number of End Users multiplied by the then current license fee.

9. DISTRIBUTOR REQUIREMENTS

In addition, to the CDT Terms contained herein. IMO Health Clients who distribute IMO Health product(s) that contain CDT are required to:

- (a) Ensure their Customers have agreed to and comply with these CDT Terms
- (b) Report on their Customer's End-Users: IMO Health clients are required to provide the following information on each of Client's customers who license an IMO Health Product that contains CDT annually by the 15th of January of each calendar year:
 - Client customer name, address, city, state, and zip code.
 - Provide the number of Users as defined above by the ADA as of December 31 of the previous year.
 - Any additional information as required by IMO Health or the ADA.

Pay Fees: See above, section 8(a).