

Service Description

IBM ActionOI and IBM CareDiscovery

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Cloud Service

IBM ActionOI and IBM CareDiscovery combine extensive comparative benchmark databases, advanced analytical methods, and flexible reporting to enable healthcare providers to identify areas of opportunity for operational or clinical performance improvement and drive programs and strategies to reduce performance gaps.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM ActionOI

IBM ActionOI is an operational performance improvement solution that allows healthcare providers to evaluate and compare their operational and financial performance against best-in-class organizations and facilities of similar size, payer mix, complexity, and patient population. IBM ActionOI also includes Data Sharing options to permit Client to share information with other IBM ActionOI Cloud Service clients.

The following IBM ActionOI Cloud Services are available:

- a. IBM ActionOI (Small, Medium, and Large Tiers)

IBM ActionOI provides access to financial and operational data for more than 750 healthcare organizations including actual and normalized data from over 250 departments for meaningful comparative analysis. It includes flexible report-generation tools to communicate findings, results, and operational changes, and a client-defined indicator wizard to define metrics important to Client's organization. Access includes User IDs for unlimited users for the duration of the Cloud Service term as shown in the Transaction Documents. IBM ActionOI is available in Small, Medium, and Large tiers based on the hospital facility Net Patient Revenue (NPR):

 - Small Tier – Facility NPR less than \$150 million (M) USD
 - Medium Tier – Facility NPR greater than \$150M USD and less than \$499M USD
 - Large Tier – Facility NPR of \$500M USD or greater
- b. IBM ActionOI for Small Hospitals

IBM ActionOI for Small Hospitals provides a focused content subset of the complete ActionOI operational benchmarking database limited to a Client-selected maximum of forty (40) departments.
- c. IBM ActionOI for Non-Providers

IBM ActionOI for Non-Providers is an offering for non-hospital clients that do not have operational data to contribute to the ActionOI comparative database. Clients that do not contribute data to ActionOI cannot compare themselves directly to other hospitals or hospital systems.
- d. IBM ActionOI Practice Insights

IBM ActionOI Practice Insights leverages the ActionOI framework to help drive performance improvement across physician practices. It provides customized practice-level comparative groups, including variables such as practice specialty, geographical location, accountable care organizations, and workload volumes. IBM ActionOI Practice Insights can be used stand-alone, or together with IBM ActionOI.
- e. IBM ActionOI Corporate Access & Reporting

IBM ActionOI Corporate Access & Reporting provides access to health system staff in order to report data at the corporate level and access and compare data against other health system clients. It includes:

- Unlimited User Licenses to submit and access data from participating health systems.
- Health system consolidated data submissions and report generation in order to compare to other ActionOI Health System reporters.
- Data submission and report generation of "shared services" departments (i.e. Finance, Information Technology, Human Resources, etc) at the corporate level only (does not include individual facilities subscribing to ActionOI).
- Data sharing with other Health System reporters.

Note that IBM ActionOI Corporate Access & Reporting does not support data submissions and report generation at a Facility/Hospital level.

1.1.2 IBM CareDiscovery

IBM CareDiscovery is a clinical performance improvement solution that enables hospitals and health systems to evaluate care outcomes and compare their performance to national norms and trends. Built-in dashboards provide clinicians with an objective picture of individual performance and help identify, support, and monitor improvements. An IBM CareDiscovery subscription includes the setup of up to two (2) Client clinical data sources. Additional data sources can be added through optional services.

IBM CareDiscovery Transform and IBM CareDiscovery Advance are available in Small, Medium, and Large tiers based on the hospital facility Net Patient Revenue (NPR):

- Small Tier – Facility NPR less than \$150 million (M) USD
- Medium Tier – Facility NPR greater than \$150M USD and less than \$499M USD
- Large Tier – Facility NPR of \$500M USD or greater

The following IBM ActionOI Cloud Services are available:

a. IBM CareDiscovery Transform (Small, Medium, and Large Tiers)

IBM CareDiscovery Transform provides access to risk-adjusted outcomes of patient care, including length of stay, complications, mortality and costs/charges by department and enables users to benchmark clinical outcomes against IBM 100 Top Hospitals winners, peers groups, and national norms. IBM CareDiscovery Transform is offered is available in Small, Medium, and Large tiers based on hospital Net Patient Revenue (NPR). Access includes User IDs for unlimited users for the duration of the Cloud Service term as shown in the Transaction Documents.

b. IBM CareDiscovery Advance (Small, Medium, and Large Tiers)

IBM CareDiscovery Advance includes the features of IBM CareDiscovery Transform and adds more detailed billing data ("Transaction Detail Data") that can be used to analyze inpatient and outpatient care, including costs and charges by department. With CareDiscovery Advance clinicians can perform root cause analysis on critical patient outcomes and their drivers, and monitor strategy effectiveness, resource optimization, and quality issues affecting delivery of care. IBM CareDiscovery

c. IBM CareDiscovery Secure ID Token

IBM CareDiscovery Secure ID Token provides the replacement of a lost RSA Secure ID two-factor authentication fob. The RSA Secure ID fob is required by a CareDiscovery user to access IBM CareDiscovery Transform or IBM CareDiscovery Advance.

1.1.3 IBM Healthcare Cost and Care Insights

a. IBM Healthcare Cost and Care Insights Operational Scorecard

Client must acquire entitlements to this service when entitled to ActionOI. This service provides an interactive view of operational performance metrics accessible by stakeholders across the subscriber organization. Providing summary and detailed level operational performance views through system level, facility, and department metric comparisons.

Access includes User IDs for 10 users per facility for the duration of the Cloud Service term as shown in the Transaction Documents.

b. IBM Healthcare Cost and Care Insights Outcome Measures Scorecard

Client must acquire entitlements to this service when entitled to CareDiscovery. This service provides an interactive view of quality performance metrics accessible by stakeholders across the

subscriber organization. Providing summary level quality views through service line, physician and clinical population metrics.

Access includes User IDs for 10 users per facility for the duration of the Cloud Service term as shown in the Transaction Documents.

c. **IBM Healthcare Cost and Care Insights Executive Scorecard**

Client must acquire entitlements to this service when entitled to ActionOI and CareDiscovery. This service provides an interactive view of quality and operational metrics accessible by stakeholders across the subscriber organization:

- (1) Executive level summary in a single view
- (2) Detailed Quality and Operational views
- (3) System level and facility comparison, along with department, service line, physician and clinical population metrics
- (4) Automated operational benchmark methodology – comparison against expected values based on factors that impact performance
- (5) Patient Satisfaction comparison

Access includes User IDs for 20 users per facility for the duration of the Cloud Service term as shown in the Transaction Documents.

1.2 Optional Services

1.2.1 IBM ActionOI

No optional services are provided for IBM ActionOI:

1.2.2 IBM CareDiscovery

The following optional services are provided for IBM CareDiscovery:

- a. **3M APR-DRG Grouping for IBM CareDiscovery**
3M APR-DRG Grouping for IBM CareDiscovery enables the classification and grouping of Client data using the All Patients Refined Diagnosis Related Group (APR-DRG) system.
- b. **IBM CareDiscovery Clinical Evidence Module**
IBM CareDiscovery Clinical Evidence Module provides CareDiscovery access to IBM Micromedex disease and condition management content to systematically identify clinical populations with potentially significant performance opportunities.
- c. **IBM CareDiscovery Provider Profile**
IBM CareDiscovery Provider Profile provides user-configured, highly focused, physician-level performance reporting leveraging patient populations.

1.2.3 IBM Healthcare Cost and Care Insights Additional Users

A Client can purchase additional Authorized Users for a fee for the duration of the Cloud Service term as shown in the Transaction Documents.

1.3 Acceleration Services

1.3.1 IBM ActionOI

The following acceleration services are provided for IBM ActionOI:

- a. **IBM ActionOI Managed Data Submission Services**
IBM ActionOI Managed Data Submission Services is a service where an IBM ActionOI subject matter expert facilitates the collection and completion of data entry of financial, payroll, workload volume and general facility-level data for ActionOI on behalf of Client.
- b. **IBM ActionOI Managed Reporting Services**
IBM ActionOI Managed Reporting Services provides an ActionOI subscribing hospital facility with assistance in developing and generating reports from the IBM ActionOI solution.

- c. **IBM ActionOI Data Assessment Services**
IBM ActionOI Data Assessment Services is a service where an IBM subject matter expert performs a review of the ActionOI program configuration and data submission. The service provides an electronically delivered assessment report of the findings and recommendations, and a one-hour conference call to review the report with Client.
- d. **IBM ActionOI Data Correction Services**
IBM ActionOI Data Correction Services is a service typically provided as a follow-up to an ActionOI Data Assessment. IBM will implement changes in the ActionOI program configuration as recommended in the ActionOI Data Assessment Report or otherwise or implement Client requested changes for the data reporting quarter period selected by Client.
- e. **IBM ActionOI System Conversion Services**
IBM ActionOI System Conversion Services implements changes to the Cloud Service configuration to address Client changes to their general ledger and/or payroll systems.
- f. **IBM ActionOI Reimplementation Services**
IBM ActionOI Reimplementation Services is a service that can be used in the event that changes to the Client's Data and/or operational systems require a full reimplementation of client's previously deployed Cloud Service environment.
- g. **IBM ActionOI New Program Coordinator Support and Transition Training**
IBM ActionOI New Program Coordinator Support and Transition Training is a remotely delivered education program designed for new Program Coordinators who have assumed responsibilities for collecting and submitting ActionOI data. The program helps develop the skills and knowledge needed to successfully submit ActionOI data on an ongoing basis and continue their organization's participation in the ActionOI program.

1.3.2 **IBM CareDiscovery**

The following acceleration services are provided for IBM CareDiscovery:

- a. **IBM CareDiscovery Core Measure Data Import**
IBM CareDiscovery Core Measure Data Import allows viewing of core regulatory reporting measures from Client's core measure reporting system within IBM CareDiscovery.
- b. **IBM CareDiscovery Historical Data Integration**
IBM CareDiscovery Historical Data Integration is a one-time setup option to integrate up to two years of client historical data for analysis in CareDiscovery.
- c. **IBM CareDiscovery Data Updates for Client Error**
IBM CareDiscovery Data Updates for Client Error is a service for the correction of CareDiscovery data records resulting from a Client error in the submission of their CareDiscovery data. A standard charge applies for the first occurrence of a Client submission error. Additional charges apply for each successive Client submission error in the same calendar year.
- d. **IBM CareDiscovery Limited Reimplementation to Add Client Outpatient Data**
IBM CareDiscovery Limited Reimplementation to Add Client Outpatient is a service that reconfigures the CareDiscovery implementation to enable processing of Client outpatient data.
- e. **IBM CareDiscovery Limited Reimplementation to Convert Submission Format**
IBM CareDiscovery Limited Reimplementation to Convert Submission Format is a service that reconfigures the CareDiscovery implementation to accommodate changes in the data submitted by Client.
- f. **IBM CareDiscovery Conversion to Advance**
IBM CareDiscovery Conversion to Advance is a service that reconfigures an IBM CareDiscovery Transform cloud service to an IBM CareDiscovery Advance cloud service.
- g. **IBM CareDiscovery Conversion to Transform**
IBM CareDiscovery Conversion to Transform is a service that reconfigures an IBM CareDiscovery Advance cloud service to an IBM CareDiscovery Transform cloud service.

- h. IBM CareDiscovery Additional Data Source Integration
IBM CareDiscovery Additional Data Source Integration is used for the setup of additional client data sources not included under the IBM CareDiscovery Transform or IBM CareDiscovery Advance services.

1.3.3 IBM Healthcare Cost and Care Insights Guidance

This remotely delivered subscription service is required by Clients who subscribe to ActionOI and/or CareDiscovery and IBM Healthcare Cost and Care Insights. This service supports an organization's development of continuous improvement by identification of key performance opportunities, implementation of improvement plans, and measurement of performance. An IBM Client Success Management resource will:

- a. engage and align with stakeholders to identify key areas of improvement;
- b. work with improvement teams to establish targets, measure success metrics, and align on improvement approach and change management; and
- c. provide regular assessment of performance improvement program and progress to targets and communicate results.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

IBM ActionOI

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=3960EDE082B311E7A1A213628837956C>

IBM CareDiscovery

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=AF8C336052C711E7B92CB18ED43A434A>

3. Service Levels and Technical Support

3.1 Service Level Agreement

This Cloud Service does not provide an availability SLA.

3.2 Technical Support

Technical and content support for the Service is provided. Support contact information and other details about support operations can be found at: https://www-01.ibm.com/software/support/watsonhealth/truven_support.html. Technical and content support is offered with the Service and is not available as a separate offering.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Net Patient Revenue (NPR) is total inpatient and outpatient services revenue minus related expenses in US Dollars, as reported in the most recent data from the CMS Medicare Cost Report published by Definitive Healthcare, LLC. Non-US dollar currencies are converted to US dollars in accordance with the conversion unit table at http://www.ibm.com/software/passportadvantage/conversion_unit_table.html.
- US Dollar Total Revenue is the total amount of Client's annual sales and other sources of income as stated in the most recent public report issued by the Client, or for non-public companies, Client's

most recent audited financial report. Non-US Dollar currencies are converted to US Dollar equivalent in accordance with the conversion unit table at http://www.ibm.com/software/passportadvantage/conversion_unit_table.html.

- Location is a single physical site corresponding with a business address for such physical site accessing the Cloud Services.
- Item is an occurrence of a specific item that is managed by, processed by, or related to the use of the Cloud Service.
- Request is the act by the Client authorizing IBM to perform a service submitted to or managed by the Cloud Services.
- Engagement is a professional or training service related to the Cloud Services.
- Authorized User is a unique user authorized to access to the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.

4.2 Remote Services Charges

A remote service will expire 90 days from purchase regardless of whether the remote service has been used.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

5.1 Client Information

The following terms apply to the submission of Client information for the purpose of comparative benchmarking in the IBM ActionOI and/or IBM CareDiscovery solutions.

5.1.1 Data Submission

- a. Client shall provide to IBM Input Data (if applicable) in accordance with the Submission Requirements and IBM's published data submittal deadlines. IBM will specify the Submission Requirements based on Client configuration and data sources when the Cloud Service is made available for access by Client.
- b. Client is responsible for the quality, accuracy and timeliness of its Input Data submissions. IBM will provide Subscriber with access to the Output Data after completion of the Input Data submission process.
- c. In the event that Client is unable to meet the data submittal schedule, or chooses not to proceed with data submittal for any reason. IBM will provide Client with written notice within thirty (30) days of learning of such event. If Client does not take corrective action within thirty (30) days of such notice, IBM will cease further Data Submission activities for the then current data cycle. IBM will maintain Client's access to the Cloud Service, and Client will continue to be responsible for all charges set forth in the PoE.

5.1.2 Client Data Requirements

All Client Data submitted to IBM will be prepared and provided to IBM in accordance with IBM's standard policies, formats and specifications in effect (the "Submission Requirements"). Failure to comply with the Submission Requirements may result in an interruption or failure of the Cloud Service, and may require the contracting of additional IBM services to restore the Cloud Service to an operational state.

5.2 Sharing of Client Information

Client acknowledges that this Cloud Service may provide for the sharing of hospital-specific, confidential, operational, financial and statistical data ("Shared Data") with other health care organizations that are IBM Clients and are designated by Client in an applicable Data Sharing agreement, as may be amended from time to time ("Sharing Hospitals"). Client acknowledges that the sharing of Shared Data may inherently present the potential for abuse if used in a manner not authorized under this Agreement or any applicable IBM Data Sharing agreement. Client hereby represents and warrants that the Shared Data will not be used for any illegal or improper purpose and will be used only in accordance with the Cloud Service Description and any applicable Data Sharing agreement. Client acknowledges that IBM is not obligated to

determine whether Client competes with other IBM Clients. Client shall ensure that: (i) no competing hospitals are included for data sharing, and (ii) Client's use of the Shared Data complies with applicable laws and regulations. Client shall defend, indemnify and hold harmless IBM from and against any and all actions, claims, damages, disputes, costs and liabilities (including reasonable attorneys' fees) arising from or related to acts or omissions of Client, its officers, employees, agents or subcontractors in connection with any Shared Data including, without limitation, uses which may violate antitrust laws, rules, or regulations. IBM may, at its sole discretion, revoke Client's data sharing privileges at any time.

5.3 Third Party Content

5.3.1 License Provisions and Agreements

IBM ActionOI and IBM CareDiscovery make use of third-party licensed content that include additional provisions as detailed in Addendum A.

5.3.2 Availability

In the event that any third party source of data included in the Cloud Service terminates the release of such data, or modifies the terms of disclosure or nature of such data, in either event such that the fundamental nature or value of the products and services provided by IBM under this Agreement are materially and adversely affected as determined by IBM in its discretion, then IBM may terminate this Agreement and refund to Licensee any portion of the fees which are attributable to the remaining portion of the Term as indicated in the Transaction Documents, as full payment of all obligations of IBM pursuant to the Cloud Service Agreement.

5.4 Covered Affiliates

Client has the right to extend the rights and obligations under the Cloud Services Agreement to authorized Covered Affiliates identified in a Covered Affiliates Supplement. Each Covered Affiliate will be entitled to all of the rights and bound by all of the obligations under this Agreement, including but not limited to, payment of all Cloud Services fees, submission of Input Data and the protection of the Cloud Service, the Output Data, and other IBM information and properties, as applicable. Access for Covered Affiliates is limited to the Cloud Services included in Client's TD as detailed below:

5.4.1 IBM CareDiscovery

For Covered Affiliates under IBM CareDiscovery, access is granted to IBM CareDiscovery Transform or IBM CareDiscovery Advance as identified in Client's TD.

5.5 IBM CareDiscovery Clinical Evidence Module

For IBM CareDiscovery Evidence Module ("Micromedex Content") then the following terms apply:

- a. Client shall not copy, modify, create compilations or derivative works, or create or attempt to create original content for publication, from or including, or reverse engineer, decompile or disassemble any part of the Micromedex Content.
- b. Client shall not sell, distribute, sublicense, provide access to, assign or transfer any Micromedex Content, in whole or part, to a third party, including, without limitation, by facsimile or electronic means.
- c. Client shall not use any Micromedex Content for the benefit of a third party or give any third party beneficial use of Micromedex Content (e.g. provide time-sharing, service bureau, subscription service, retail use, or other similar services) including, without limitation, any parent, subsidiary, or any affiliated companies, excluding only Covered Affiliates, without the express written consent of IBM. IBM reserves the right to embed an automatic shutdown feature or disable access to any Micromedex Content which will render such Micromedex Content inoperable beyond the expiration of the Cloud Service term.
- d. Client shall not engage in any publication or provide any functional or performance testing results to a third party for publication concerning the Micromedex Content without IBM's prior written consent.
- e. The Micromedex Content may only be used by authorized Users. Only authorized Users who are competent healthcare professionals and who rely on their clinical discretion and judgement in diagnosis and treatment may use the Micromedex Content for medical diagnosis or treatment purposes. Client hereby assumes full responsibility for ensuring the appropriate use and reliance upon Micromedex Content in view of all attendant circumstances, indications, and contraindications.

5.6 IBM CareDiscovery Quality Measures

Client with an entitlement to IBM CareDiscovery Quality Measures ("CQDQM") are entitled to view their core measures data within IBM CareDiscovery provided Client maintains their entitlement to CDQM for the duration of their IBM CareDiscovery Cloud Service term. In the event that Client's entitlement to CDQM expires or is terminated during their IBM CareDiscovery term, then access of core measure data within IBM CareDiscovery will end. Client has the option to subscribe to the IBM CareDiscovery Core Measure Data Import Cloud Service to continue to provide core measure data into IBM CareDiscovery.

5.7 IBM CareDiscovery Core Measure Data Import

Client agrees to provide IBM with quarterly data submissions of its core measures content pursuant to IBM's specifications. This quarterly submission shall contain the most recent quarter of data that has been submitted to the Centers for Medicare and Medicaid Services (CMS) by Client for core measures processing. In the event that Client fails to submit the quarterly data, IBM will not refund to Client, and Client shall have no right to recover, any of the charges paid by Client for IBM CareDiscovery Core Measure Data Import.

5.8 IBM Micromedex RED BOOK™ Disclaimer

IBM CareDiscovery may make use of IBM Micromedex RED BOOK data within its analytical algorithms. The prices contained in RED BOOK are based on data reported by Manufacturers. Micromedex has not performed any independent analysis of the actual prices paid by Wholesalers and Providers in the marketplace. Thus, actual prices paid by Wholesalers and Providers may well vary from the prices contained in this database and all prices are subject to change without notice. Further, Micromedex does not warrant the accuracy of the database contents or the pricing information.

6. Overriding Terms

6.1 Processing of Personal Data

The following prevails over anything to the contrary in the Content and Data Protection section of the base Cloud Service terms between the parties: Pursuant to the Agreement, both Client and IBM understand that IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and applicable DPA Exhibit(s) apply and supplement the Agreement if and only to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. This Cloud Service is not currently designed to process any personal data subject to the GDPR and as such, the DPA and any applicable DPA Exhibit(s) are out of scope for the Cloud Services. Client warrants that no personal data subject to GDPR is or will be contained in Content or provided to IBM as a Processor on behalf of the Client as part of the Cloud Service provision.

If Client does seek to provide personal data subject to the GDPR to IBM as a processor, then prior to providing such data, the Client shall notify IBM in writing and if IBM consents in writing to receive such data, after such consent, Client may provide such data, and Client and IBM will comply with their respective obligations under the GDPR, then the DPA and applicable DPA Exhibit(s) referenced in the Agreement shall apply and supplement the Agreement.

6.2 Use of Client Data

The following prevails over anything to the contrary in the Content and Data Protection section of the base Cloud Service terms between the parties: Client grants IBM a worldwide, nonexclusive, perpetual, royalty-free right to use, copy, distribute, display, modify, sub-license, sell, lease, assign and incorporate into other products and services:

- a. Client Information, masked to prevent identification of patients or Client as the source of specific data (except to the extent Client may in accordance with a Data Sharing agreement be identified as among the organizations covered by such agreement, if any such agreement is executed by Client hereunder); including the combining and aggregation with Client Information received from other Clients of IBM for the provision of data aggregation services; and
- b. Any ideas, suggestions, improvements, or services Client or its personnel may provide or disclose to IBM in the course of operations under the Agreement.

Third Party Licensee Provisions and Agreements

1. American Medical Association

Pursuant to IBM's CPT Distribution License Agreement, as defined in the existing between The American Medical Association ("AMA") and Truven Health Analytics LLC or its predecessors ("Truven Agreement") for the offering(s) specified in the Transaction Documents, IBM is authorized to distribute and sublicense to Client Physicians' Current Procedural Terminology, Fourth Edition, a coding system of nomenclature and codes for reporting of healthcare services (collectively, "CPT"), as part of the Cloud Service, provided that Client is bound by certain terms and conditions. Client's rights to use the CPT terminate if Client fails to comply with any of the material terms and conditions thereof.

The terms and conditions set forth in the Agreement that apply to the Cloud Service generally also apply to the CPT. The following are the additional terms and conditions that apply to the CPT:

- a. The provision of an updated version of CPT in the Cloud Service is dependent upon IBM's continuing contractual relations with the AMA.
- b. The CPT license is nontransferable, nonexclusive, and for the sole purpose of internal use by Client, and only within the United States.
- c. The CPT license is granted in consideration for a license fee and other consideration.
- d. Client is prohibited from publishing, distributing via the Internet or other public computer-based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party, the CPT, or a copy or portion of the CPT.
- e. Subscriber may only make copies of the CPT for back up or archival purposes.
- f. CPT is copyrighted by the AMA and is a registered trademark of the AMA. All notices of proprietary rights, including trademark and copyright notices in CPT must appear on all permitted back-up or archival copies made by the user; any printout or other output from the Cloud Service that contains any portion of CPT (other than that which would constitute fair use, internal reports and claim forms for specific patients and external reports distributed outside of Client containing less than twenty (20) CPT codes and/or descriptions) will display the following: "CPT only © 2017 American Medical Association. All Rights Reserved". The year specified in the copyright notices must conform to future CPT updates.
- g. Client shall require that anyone who has authorized access to Cloud Service (including consultants and contractors who perform services for Client) complies with the provisions of this Attachment.
- h. Except as otherwise expressly provided in the Agreement, the CPT is provided "as is" without any warranty from or liability to IBM or the AMA, including, without limitation, liability for consequential or special damages or lost profits for sequence, accuracy or completeness of data, or that it will meet Client's requirements; IBM's and AMA's sole responsibility is to use reasonable efforts to provide corrections to or a replacement of the CPT; AMA disclaims any liability for any consequences due to use, misuse or interpretation of information contained or not contained in CPT.
- i. The CPT license terminates in the event of default by Client under the Agreement, subject to any applicable cure period.
- j. In the event that a provision is determined to violate any law or is unenforceable the remainder of the Agreement shall remain in full force and effect.
- k. The Cloud Service includes CPT which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois 60654. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015 (b) (2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December

2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.