

**FIRST AMENDMENT TO
HOSTED SOFTWARE SUBSCRIPTION AGREEMENT**

DATED: March 12, 2019

BETWEEN:

HURON CONSULTING SERVICES LLC
550 West Van Buren Street
Chicago, IL 60607

“Huron” or “Contractor”

AND

COUNTY OF VENTURA
800 South Victoria Ave.
Ventura, CA 93009

“County”

Recitals

- A. Contractor and County are parties to a Hosted Software Subscription Agreement dated April 4, 2018 (the “Agreement”), pursuant to which Contractor makes available to County its hosted clinical documentation improvement software (the “Software”).
- B. The parties wish to amend certain aspects of the Agreement, including the Term and Subscription Fee, as set forth below.

NOW, THEREFORE, the parties, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, do hereby agree as follows:

Agreement

- 1. This Amendment is effective as of March 12, 2019 (the “Effective Date”).
- 2. Effective as of the Effective Date, the following is added as Section 3.1 to the Agreement:
 - 3.1 Renewal. Upon expiration of the Initial Term, this Agreement shall renew for an additional seven-month term (beginning on June 1, 2019 and ending on December 31, 2019). Thereafter, this Agreement shall renew for up to two additional 12-month renewal terms, (each, a “Renewal Term”), unless at least ninety (90) days in advance of the expiration of any Renewal Term, one of the parties provides the other with written notice that it does not choose to renew. Each Renewal Term is also a Segment. Collectively, the Initial Term and all Renewal Terms are the “Term.”
- 3. Effective as of the Effective Date, Section 9.1 of the Agreement is revised to add the following as Section 9.1.1:
 - 9.1.1 County shall pay to Contractor a Subscription Fee of \$0 for each Renewal Term. Additionally, County shall pay to Contractor \$0 for the TruCode Encoder Essentials.

4. In connection with County's use of the Software, Contractor will provide County with access to certain features of TruCode Encoder Essentials, a third-party tool, pursuant to a license between Contractor and TruCode. Accordingly, the following is added as Section 1.4 in the Agreement:

1.4 Contractor will provide County with access, through the Software, to the following features of the TruCode Encoder Essentials, subject to the terms and conditions of this Agreement applicable to Software as well as Schedule A and Schedule B of this Agreement.

- MS-DRG Grouper/Pricer/Code Edits/DRG Analysis/Principal Diagnosis Analysis
- ICD-9-CM, ICD-10-CM, ICD-10-PCS Code Search
- Research Pane (RP) – Inpatient Coding References
- Dorlands Medical Dictionary
- Truven MicroMedex Drug Reference
- Channel Publishing *Clinotes*
- MedLearn Interventional Radiology Reference

5. The following is added to Section 4.1 of the Agreement:

Contractor offers no warranty or indemnity related to infringement of any third-party products, including but not limited to products provided by TruCode, LLC. To the extent possible, Contractor will pass through to County any such warranty or indemnity offered by a third party.

6. The following is added as Section 4.7 of the Agreement:

Contractor does not warranty and is not responsible for any third-party products. County's sole and exclusive rights and remedies with respect to any third-party products are against the third-party vendor and not against Contractor.

7. The following Attachments to this Amendment are added as Schedules A and B to the Agreement:

- Schedule A to the Hosted Software Subscription Agreement – TruCode Required Terms.
- Schedule B to the Hosted Software Subscription Agreement – TruCode's Third Party Providers' Required Terms.

8. All other terms and conditions of the Agreement remain in full force and effect.

9. Execution and delivery of this Amendment by the parties shall be considered legally valid and effective if executed or adopted by a party through use of an electronic process (i.e., "electronic signature" through a process such as DocuSign®).

The undersigned parties agree to the terms and conditions of the above Amendment.

COUNTY OF VENTURA

HURON CONSULTING SERVICES LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Tony Gorski
Managing Director
Date: _____

Attachments:

- Schedule A to the Hosted Software Subscription Agreement – TruCode Required Terms.
- Schedule B to the Hosted Software Subscription Agreement – TruCode's Third Party Providers' Required Terms.
-

SCHEDULE A

TRUCODE REQUIRED TERMS

Pursuant to this Agreement, Huron is providing County with access to Huron's Software which may contain hosted software and/or content (collectively, the "Licensed Content") provided by TruCode LLC ("TruCode") and its third-party providers (such providers, collectively, the "Third Party Providers"). The TruCode components of the Licensed Content are referred to herein as the "TruCode Content" and are described in Exhibit A. Use of the Licensed Content is subject to County's acceptance of and compliance with the terms set forth in this Exhibit (these "Required Terms"). By signing or otherwise indicating acceptance of the Agreement to which these terms are attached, County acknowledges that it has read and accepts these Required Terms and agrees to be bound by the same. Each legal entity and subsidiary where the County does not own directly or indirectly at least fifty-one percent (51%) of its stock must enter into its own agreement with Huron for the Licensed Content, and County shall notify Huron in such case.

1. End Users. Use of the Licensed Content is restricted to the number of authorized users, if applicable, and specific facilities identified in the Agreement, including County and its employees and Huron-authorized independent contractors (collectively, "End Users"). County is responsible for ensuring that its End Users comply with all of the terms and conditions in these Required Terms. County shall be liable for all acts and omissions of its End Users. County may only use the Licensed Content for the internal business purposes of County and only within the United States.

2. Copies; Printing. County may make one (1) copy of the Licensed Content for its internal back-up and archival purposes only, provided that such copy shall bear the original and unmodified copyright, patent and other intellectual property markings as originally delivered to County, as well as the government rights notices specified below, if applicable. Any such copy shall remain subject to these Required Terms and shall remain the property of TruCode or the applicable Third Party Provider. County may not provide such copy or copies thereof to any third party, except to its End Users who are subject to the confidentiality provisions herein. County is permitted to print limited portions of the Licensed Content on a specific topic ("Excerpts"), without any modification to the Excerpt, and solely for the exclusive use of County, provided that the source of the Excerpt(s) and applicable copyright notices and government rights notices are printed on

the printout. Any Excerpts so distributed may only be used for purposes of claims processing, billing, and patient treatment.

3. Additional Restrictions. County, and its End Users, must not, nor attempt to: (i) use the Licensed Content or any portion of the Licensed Content for any unlawful purpose or in violation of any laws or regulations; (ii) market, sell, lease, license, sublicense, publish, distribute, lend, transfer, or otherwise make the Licensed Content or any portion thereof, or components or output from the Licensed Content available to any unauthorized party, including distribution via the Internet or other public electronic information system; (iii) alter, maintain, enhance, modify, translate, or create derivatives of the Licensed Content or any components thereof; (iv) remove any trademark, copyright, or proprietary notices; (v) copy, decompile, disassemble, or otherwise reverse engineer the Licensed Content or use any similar means to discover the source code or trade secrets in the Licensed Content; (vi) use the Licensed Content as a substitute for the medical judgment of a physician or qualified health care provider; (vii) use the Licensed Content to provide service bureau, time sharing, or other computer services to third parties; (viii) circumvent any technological measure that controls access to the Licensed Content; (ix) use the Licensed Content in any nuclear, aviation, mass transit, life support, or any other inherently dangerous applications; or (x) use the Licensed Content to benefit any party other than County.

4. Ownership. County acknowledges and agrees that TruCode and TruCode's Third Party Providers are the sole and exclusive owner of, and retain all rights, title, and interest (including all intellectual property rights) in and to, their respective Licensed Content (including all updates and upgrades thereto) and all associated documentation. Except for the express license to use the Licensed Content granted in this Agreement, no other licenses or rights are granted to County and any rights not expressly granted to County herein are reserved by Huron, TruCode, and the Third Party Provider(s). If County is ever held or deemed to be the owner of any rights in or to the Licensed Content, then County agrees to assign to TruCode or the applicable Third Party Provider(s) all of its right, title and interest in and to such Licensed Content and agrees to execute all documents reasonably necessary to implement and confirm the intent of this section. County agrees not to contest or challenge (or assist others in doing

so) TruCode's or any Third Party Provider's rights with respect to the applicable Licensed Content.

5. Representations and Warranties.

TruCode makes the following indemnification, representations and warranties regarding the TruCode Content, and such indemnification, representations and warranties are hereby passed through to County.

- (a) TruCode shall indemnify defend, and hold harmless County from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the TruCode Content infringes or misappropriates such third party's intellectual property rights, provided that County promptly notifies TruCode in writing of the claim, cooperates with TruCode, and allows TruCode to control the defense and settlement of such claim at TruCode's expense, provided that County may participate in such defense with counsel of its own choosing, and provided further that no such settlement shall impose any liability or responsibility on County without County's prior written consent. If such a claim is made or appears possible, TruCode shall, at its option, procure rights to enable County to continue using the TruCode Content as permitted under the Agreement or modify or replace any such infringing material to make it non-infringing. If none of these alternatives is reasonably available, County shall, upon written request from Huron or TruCode, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. In the event County must cease use of the Licensed Content, Huron or TruCode will provide written notice to County and County's license to use the Licensed Content will terminate. Upon termination in accordance with this Section 5.a, TruCode will:
 - (i) refund to County a pro-rata amount of the fees pre-paid to TruCode for the Licensed Content for the unused portion of the term of this Agreement, following the effective date of such termination. This Section 5(a) shall not apply to the extent the alleged infringement arises from modification of the TruCode Content by anyone other than TruCode and TruCode's authorized subcontractors, or from combination of the TruCode Content with software, hardware or other technology not supplied by TruCode, including, without limitation, Huron's products.
- (b) During the term of this Agreement, the TruCode Content shall perform substantially as described in Exhibit A, attached hereto, provided, however, that if the TruCode Content does not satisfy the

warranty in this Section 5(b), and County has notified Huron in writing within the term of this Agreement, County's sole and exclusive remedy and TruCode's sole and exclusive obligation shall be to correct or replace the TruCode Content so that it performs substantially as described in such specifications, failing which County's sole and exclusive remedy shall be to either (i) terminate its license to use the Licensed Content upon written notice to Huron, in which case Huron will promptly notify TruCode and refund to County a pro-rata amount of the fees pre-paid for such Licensed Content for the period following the effective date of such termination; or (ii) continue the license with the nonconforming TruCode Content. Neither Huron nor TruCode warrant, and this Section 5(b) shall not be construed or deemed to include any warranty with respect to, any content or products from TruCode's Third Party Providers, including without limitation, any third party content or products incorporated into the Licensed Content (i.e., AHA, AMA, Elsevier, Truven, and MedLearn content). Additionally, some Third Party Providers may limit their liability to only manufacturers' warranties and may require County to look solely to the original manufacturer with respect to any performance claims.

- (c) TruCode will not knowingly introduce or knowingly permit others to introduce into the TruCode Encoder Essentials (TEE) any instruction or design that would erase data, programming, or otherwise cause the TEE or any County equipment to become inoperable or incapable of being used as intended ("Disabling Code"). For clarification, unintentional programming errors, any instructions or programs designed to or capable of disabling or deactivating an account after a configurable amount of failed login attempts over a configurable amount of time, any instructions designed to disable or deactivate an account due to non-payment or license expiration/termination, or any similar mechanisms will not be deemed "Disabling Code" hereunder.
- (d) In the event of a nonconformance under the above pass-through warranties in Sections 5(b) and 5(c), County will promptly notify Huron as soon as it becomes aware of such nonconformance and Huron will notify TruCode promptly, and work with County and TruCode regarding resolution of the foregoing between County and TruCode. County shall look solely to TruCode to resolve any claims for

indemnification pursuant to Section 5(a), and Huron shall have no obligation related thereto.

6. Disclaimers. EXCEPT AS PROVIDED IN SECTION 5 ABOVE, THE LICENSED CONTENT IS PROVIDED "AS-IS" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, HURON, TRUCODE, AND THE THIRD PARTY PROVIDERS AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, OR PRIOR ORAL OR WRITTEN STATEMENTS WITH RESPECT TO THE LICENSED CONTENT, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, TITLE AND NON-INFRINGEMENT. HURON, TRUCODE, AND THE THIRD PARTY PROVIDERS AND THEIR RESPECTIVE AFFILIATES FURTHER DISCLAIM, AND SHALL HAVE NO LIABILITY FOR, ANY ERRORS, OMISSIONS, SEQUENCING, COMPLETENESS OR INACCURACIES IN THE LICENSED CONTENT OR ANY USES, MISUSES, OR INTERPRETATIONS OF THE INFORMATION CONTAINED IN OR NOT CONTAINED IN THE LICENSED CONTENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRUCODE AND ITS THIRD PARTY PROVIDERS' EXPRESSLY DISCLAIM, AND WILL HAVE NO LIABILITY FOR, ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING FROM HURON'S PRODUCTS, INCLUDING BUT NOT LIMITED TO THE SOFTWARE, OR THE COMBINATION OF THE SOFTWARE WITH THE LICENSED CONTENT.

7. Limitation of Type of Liability. IN NO EVENT WILL HURON, TRUCODE OR ANY THIRD PARTY PROVIDER OR THEIR RESPECTIVE AFFILIATES BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ARISING OUT OF THE USE OF THE LICENSED CONTENT (INCLUDING ANY DAMAGES FOR LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE, OR INTERRUPTION OF BUSINESS), OR FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR

INCIDENTAL DAMAGES. TO THE EXTENT THOSE EXCLUSIONS OR LIMITATIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY TO COUNTY.

8. Limitation of Amount of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR INFRINGEMENT INDEMNIFICATION PURSUANT TO SECTION 5(a), IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF HURON, TRUCODE OR ANY THIRD PARTY PROVIDER, AND THEIR RESPECTIVE AFFILIATES, WITH RESPECT TO THIS AGREEMENT (INCLUDING THESE REQUIRED TERMS), WHETHER UNDER CONTRACT LAW, TORT LAW OR OTHERWISE, EXCEED THE FEES PAID TO SUCH PARTY WITH RESPECT TO COUNTY'S PURCHASE OF THE LICENSED CONTENT DURING THE 12-MONTH PERIOD IMMEDIATELY BEFORE THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

9. Information and Data Disclaimer. County acknowledges and agrees that certain information within the Licensed Content may be provided to Huron and/or TruCode by third parties or is developed using information provided by third parties. Huron, TruCode, and TruCode's Third Party Providers will not be responsible for the accuracy or completeness of the information within the Licensed Content. Nothing contained in the Licensed Content is intended to replace the independent medical judgment of a health care professional and neither Huron, nor TruCode, nor the Third Party Providers will be liable for any damages arising out of reliance on the information contained in or derived from the Licensed Content. In addition, neither Huron, nor TruCode, nor the Third Party Providers make any warranties regarding the accuracy or completeness of any data or information provided by the Centers for Medicare & Medicaid Services ("CMS"), the American Medical Association ("AMA"), or any other third party. Huron, TruCode, and the Third Party Providers specifically disclaim any liability for any consequences due to use, misuse or interpretation of information.

10. Records and Audit Rights. During the term of this Agreement and for two (2) years after the expiration or termination of this Agreement, County must (i) maintain complete and accurate books and records covering all transactions related to this Agreement, including, without limitation, a list of all

End Users, (ii) provide copies of all such documentation to Huron, TruCode and/or applicable Third Party Providers upon request; and (iii) provide reasonable access, without charge, to permit Huron, TruCode and/or the Third Party Providers to audit its relevant books, records, and systems to assure compliance with these Required Terms, provided that Huron, TruCode and/or the applicable Third Party Provider provides County with no less than five (5) days' prior written notice of its intent to audit.

11. Third Party Beneficiaries; Termination.

TruCode and TruCode's Third Party Providers are third-party beneficiaries to this Agreement. If Huron's contractual relationship with TruCode, or TruCode's contractual relationship with any Third Party Provider, expires or is otherwise terminated, Huron or TruCode will have the right to terminate this Agreement immediately upon written notice to County, at which time, all rights granted to County with respect to the Licensed Content will terminate and County will be required to discontinue all use of the Licensed Content immediately. If this Agreement is terminated pursuant to the immediately preceding sentence, Huron will refund any fees prepaid by County for the Licensed Content for periods after the date of termination. In addition, Huron may terminate this Agreement or County's use of the Licensed Content at any time if County breaches this Agreement. Upon such termination, County must immediately cease all further use of the Software, specifically including, without limitation, the Licensed Content.

EXHIBIT A – TRUCODE'S TEE DESCRIPTION



TruCode Encoder Essentials Overview

Web Services:

- **APC_ASC:** Calculates APCs and reimbursement for acute care outpatient encounters; performs OCE editing; calculates reimbursement for ASC (Ambulatory Surgical Center) encounters.
- **Code:** Validates an ICD-9-CM, ICD-10-CM/PCS, CPT or HCPCS code and returns the code description
- **CodeBooks:** Returns search results and relevant portions of code book indexes, tabulars and/or tables, for a specified code or search text.
- **DRG:** Groups and prices an inpatient encounter and performs MCE and TruCode-proprietary editing; analyzes an inpatient encounter and suggests alternative coding based on the current DRG.
- **MedicalNecessity Edits:** Performs medical necessity editing (LCD and NCD) on an outpatient encounter to assist in correct coding; returns the entire policy article supporting a medical necessity edit.
- **PhysicianFeeSchedule:** Provides payment information for services covered by the Medicare Physician Fee Schedule (MPFS) provided by physician and non-physician practitioners. The information available includes payment rates, RVUs, and various payment policy indicators (i.e., covered, bundled, multiple procedure payment reduction percentage, payment of assistant-at-surgery, diagnostic procedure supervision, etc.).
- **PrincipalDX:** Analyzes an inpatient encounter and provides the DRG and reimbursement as if each code was used as the principal diagnosis.
- **References:** Returns search results and full-text articles of references such as Coding Clinic, CPT Assistant and Coders' Desk Reference.
- **Research:** Returns a summary of reference content related to the specified code, and the ICD-10-CM/PCS codes that are mapped to an ICD-9-CM code.

GUI Components:

- **CodeBooks:** Searches and displays ICD-9-CM, ICD-10-CM/PCS, CPT and HCPCS code books by terms or code and displays code-specific references in the integrated Research Pane
- **References:** Searches and displays code-specific references such as Coding Clinic, ICD-9-CM/ICD-10-CM Official Guidelines, CPT Assistant and Coders Desk Reference for the specified code
- **Research:** Displays four tabbed "panes" of information related to the encounter:
 - o **Research Pane:** Coding Clinic, ICD-9-CM and ICD-10-CM Official Guidelines, CPT Assistant, Coders' Desk Reference, Crosswalk, Coding Advice, and other content related to the specified code
 - o **DRG Analysis Pane:** Alternative DRGs and coding information related to the alternatives for an inpatient encounter
 - o **Edits Pane:** MCE, OCE and TruCode proprietary edits related to the encounter
 - o **ICD-10 Mapping Pane:** The ICD-10-CM/PCS codes that are mapped to the specified ICD-9-CM code

| Package Name | IP | OP | IP | OP | Complete | Code |
|-----------------------|----------|----------|--------|--------|----------|-------|
| Component | Grouping | Grouping | Coding | Coding | | Books |
| Services | | | | | | |
| APC_ASC | | * | | | * | |
| Code | * | * | * | * | * | * |
| CodeBooks | | | * | * | * | * |
| DRG | * | | | | * | |
| MedicalNecessityEdits | | * | | * | * | |
| PhysicianFeeSchedule | | | | | * | |
| PrincipalDx | * | | | | * | |
| References | | | * | * | * | |
| Research | | | * | * | * | |
| Controls | | | | | | |
| CodeBooks | | | * | * | * | * |
| Research | | | * | * | * | |
| References | | | * | * | * | |

* Additional fees for AP-DRG, APR-DRG, EAPG, LTCH, Psych & TRICARE

SCHEDULE B
TRUCODE'S THIRD PARTY PROVIDERS' REQUIRED TERMS

The provisions identified below as necessary pass through language are included in this Agreement when the Licensed Content provided to such County (hereinafter, "Customer") includes the content to which such provision applies:

AHA - REQUIRED TERMS:

The Licensed Content may include content (the "AHA Content") licensed from Health Forum, LLC or its affiliates. The following terms apply to AHA Content:

1. **Copyright Notices.** Customer shall include the appropriate copyright notice set forth below in connection with AHA Content. From time to time, Huron may update the Software to include updated versions of the AHA Content ("Updated Products"). When Huron provides the Customer with access to the Updated Products, Huron will advise Customer of the appropriate year to display in the copyright notice where <YEAR> is indicated, if applicable. If the copyright notices are included in the Licensed Content, they will not be removed by Customer. Customer is prohibited from removing any copyright notice.

(a) ICD-9-CM Coding Clinic. AHA CODING CLINIC® FOR ICD-9-CM <YEAR> is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois. Except as permitted by this Agreement, no portion of AHA CODING CLINIC® FOR ICD-9-CM may be reproduced, sorted in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of the AHA.

(b) ICD-9-CM Coding Handbook. ICD-9-CM CODING HANDBOOK, <YEAR>, REVISED EDITION, BY FAYE BROWN, is copyrighted by Health Forum, LLC ("Health Forum"), Chicago, Illinois. Except as permitted by this Agreement, no portion of ICD-9-CM CODING HANDBOOK may be reproduced, sorted in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of Health Forum.

(c) HCPCS CODING CLINIC. AHA CODING CLINIC® FOR HCPCS <YEAR> is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois. No portion of AHA CODING CLINIC® FOR HCPCS may be reproduced, sorted in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of the AHA.

(d) ICD-10-CM CODING HANDBOOK. ICD-10-CM AND ICD-10-PCS CODING HANDBOOK, <YEAR>, BY NELLY LEON-CHISEN, is copyrighted by Health Forum, LLC ("Health Forum"), Chicago, Illinois. No portion of ICD-10-CM AND ICD-10-PCS CODING HANDBOOK may be reproduced, sorted in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of Health Forum.

2. **U.S. Government Rights Notices.** If Customer is a federal government agency, the following notices apply to the AHA Content specified below:

(a) ICD-9-CM Coding Clinic. This product contains AHA CODING CLINIC® FOR ICD-9-CM content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Hospital Association, 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. 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 restrictions of DFARS 227.227-7015(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.

(b) ICD-9-CM Coding Handbook. This product contains ICD-9-CM CODING HANDBOOK, <YEAR>, REVISED EDITION, BY FAYE BROWN content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by Health Forum, LLC (“Health Forum”), 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. 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 restrictions of DFARS 227.227-7015(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.

(c) HCPCS CODING CLINIC. This product contains AHA CODING CLINIC® FOR HCPCS content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Hospital Association (“AHA”), 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. 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 restrictions of DFARS 227.227-7015(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.

(d) ICD-10-CM AND ICD-10-PCS CODING HANDBOOK. This product contains ICD-10-CM AND ICD-10-PCS CODING HANDBOOK, <YEAR>, BY NELLY LEON-CHISEN content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by Health Forum, LLC, 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. 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 restrictions of DFARS 227.227-7015(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.

AMA – REQUIRED TERMS:

The Licensed Content may include content (the “AMA Content”) licensed from the American Medical Association (the “AMA”). The following terms apply to AMA Content:

1. **Copyright Notice**. CPT is copyrighted by the AMA and CPT is a registered trademark of the AMA.
2. **Government Rights Notice**. If Customer is a federal government agency, the following notices are included in this Agreement, as applicable: This product 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 was 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 DFAS 227.7202-1(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.

Truven - REQUIRED TERMS:

The Licensed Content may include content (the "Micromedex Content") licensed from Truven Health Analytics Inc., f/k/a Micromedex, a business of Thomson Healthcare Inc. ("Micromedex"). The following terms apply to Micromedex Content:

1. Copyright© [year] Thomson Healthcare Inc. All rights reserved. Information is for End User's use only and may not be sold, redistributed or otherwise used for commercial purposes.
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3. Customer shall restrict use of any information generated or provided by the Micromedex Content (as incorporated in the Licensed Content), in connection with the treatment of patients, to a licensed healthcare professional directly connected with the Customer, either as an employee or an authorized affiliate; and then, only under the supervision of, and reliance upon, the clinical discretion and judgment of a licensed physician. As between the Customer and Micromedex, the Customer assumes full responsibility for ensuring the appropriateness of using and relying upon the information in view of all attendant circumstances, indications and contraindications.
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