

IMO ANYWHERE® APPLICATION TERMS OF USE
Last updated February 18, 2016

PLEASE READ THESE TERMS OF USE (“TERMS OF USE”) CAREFULLY BEFORE ACCESSING OR USING THE APPLICATION. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN THE PERSON, COMPANY, OR ORGANIZATION THAT WISHES TO ACCESS THE APPLICATION (“YOU”) AND INTELLIGENT MEDICAL OBJECTS, INC. (“IMO,” “WE,” “US” AND “OUR”). BY ACCESSING AND/OR USING THE APPLICATION AND CLICKING THE “I AGREE” BOX WITHIN THE APPLICATION, YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. THESE TERMS OF USE INCORPORATE THE TERMS OF OUR PRIVACY POLICY FOR THE APPLICATION, LOCATED HERE: <HTTPS://IMOANYWHERE.E-IMO.COM/PRIVACY> (“PRIVACY POLICY”), AND ANY OTHER UNDERLYING AGREEMENTS OR TERMS. IF YOU ARE ACCESSING THE APPLICATION PURSUANT TO AN ENTERPRISE LICENSE BETWEEN YOUR ORGANIZATION AND IMO (“LICENSE AGREEMENT”), THEN TO THE EXTENT THERE IS A CONFLICT BETWEEN THESE TERMS OF USE AND THE LICENSE AGREEMENT, THE TERMS OF THE LICENSE AGREEMENT WILL CONTROL YOUR USE OF THE APPLICATION.

WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS OF USE AND OUR PRIVACY POLICY AT ANY TIME. IT IS YOUR RESPONSIBILITY TO CHECK THESE TERMS OF USE AND OUR PRIVACY POLICY PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF THE APPLICATION FOLLOWING THE POSTING OF CHANGES WILL MEAN THAT YOU ACCEPT AND AGREE TO THE CHANGES.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, THEN YOU WILL NOT ACCESS OR USE THE APPLICATION.

DEFINITIONS

“Application” – The Application is defined as the IMO® products you are provided access to, which may include, but are not limited to, IMO Anywhere®, IMO® Problem IT terminology, IMO® Procedure IT terminology, and any corresponding documentation, associated media, printed materials, and online or electronic documentation, and any updates to the Application which is provided to you, as accessed through an online portal or a mobile application.

“Authorized User” – An Authorized User is defined as you after receiving Log-In Credentials for the Application by us.

“CPT Editorial Content” – CPT® codes and descriptors.

“AMA” – The American Medical Association.

COMMUNICATION PREFERENCES

By using the Application, you consent to receiving electronic communications from us relating to your account. These communications may involve sending emails to your email address provided during registration or on the “Account” page, receiving notices about your account (such as payment authorization, change in password or payment method and other transactional information), and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

LICENSE GRANT

License Grant. Provided you comply with these Terms of Use, we hereby grant you a non-exclusive, non-transferable, license to establish online access from the United States to the Application for the limited purposes of: (i) searching the content within the Application for internal purposes solely in conjunction with the clinical treatment of patients; and (ii) using the search results of the Application for internal purposes solely in conjunction with the clinical documentation of the treatment of patients. This license does not allow you to access the Application from outside the United States; to do so is a violation of these Terms of Use.

Restrictions. The Application is for use by only you as contemplated by these Terms of Use. You shall not, nor permit any third party to:

- (a) except as set forth herein, copy, duplicate, redistribute, loan, rent, retransmit, publish, license, sublicense or otherwise transfer, or commercially exploit, the Application, in whole or part;
- (b) prepare derivative works of the Application;
- (c) incorporate the Application, in whole or part, into any system or work;
- (d) reverse engineer, decompile, disassemble, decrypt, translate, alter, adapt or modify the Application, in whole or part;
- (e) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Application or documentation, including any copy thereof;
- (f) provide or permit access to the Application, or any portion thereof, to any third party except agents that have agreed to terms no less restrictive than those set forth in this Agreement;
- (g) provide or permit access to output of the Application to any third party except as is necessary to perform the clinical documentation and diagnosis functions of the Application;
- (h) analyze or compare the Application, or any portion thereof including, but not limited to any output of the Application, with any third party content source, or any portion thereof, for the purposes of augmenting, adapting, or modifying any third party content source;
- (i) use the Application in any manner that could damage, disable, overburden, or impair any of our equipment or interfere with any other party's use and enjoyment of the Application; or
- (j) attempt to gain access to any portion of the Application, or any of its content, other than those for which you are authorized.

Site Uptime. We take all reasonable steps to ensure that the Application is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore, we will not be liable if the Application is unavailable at any time. The Application may be temporarily unavailable due to issues such as system failure, maintenance or repair, or for reasons

beyond our control. Where possible, we will try to give Authorized Users advance warning of maintenance issues, but shall not be obliged to do so.

Viruses. While every effort is made to ensure that all content provided on the Application does not contain computer viruses and/or harmful materials, you should take reasonable and appropriate precautions to scan for computer viruses or otherwise protect your computer, and you should ensure that you have a complete and current backup of the applicable items on your computer. We disclaim any liability for the need for Applications or replacing equipment or data resulting from your use of the Application. While every effort is made to ensure smooth and continuous operation, we do not warrant the Application will operate error free.

Government Rights. The Application 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 the private expense by Intelligent Medical Objects, Inc., 60 Revere Drive, Suite 400, Northbrook, Illinois 60062. 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.

TERM AND TERMINATION

Your use of the Application begins when you first access to the Application and shall continue until your access to the Application is terminated pursuant to these Terms of Use.

Unless otherwise provided in these Terms of Use, we may suspend or terminate your access to the Application without cause and without prior notification.

PAYMENTS AND BILLING

Payment. All license fees are non-refundable and payable in advance in the manner set forth in the order form filled out and submitted by or on behalf of you.

Recurring Billing. By starting your subscription to the Application and providing or designating a payment method, you authorize us to charge you an annual membership fee at the then current rate.

Price Changes. We reserve the right to adjust pricing for our Application or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your Application will take effect following notice to you via email or through the Application.

Billing Cycle. The subscription fee for our Application will be billed at the beginning of the paying portion of your subscription and on the anniversary of such date thereafter unless and until you cancel your subscription (see the section below titled "Cancellation and Automatic Renewal Opt Out"). We automatically

bill your payment method on the anniversary date of the date of commencement of your paying subscription. We reserve the right to change the timing of our billing, in particular, as indicated below, if your payment method has not successfully settled. In the event the anniversary date of your paying subscription does not fall on a business day, we may bill your payment method on the next subsequent business day or such other day thereafter as we deem appropriate. We may authorize your payment method in anticipation of subscription fees. As used in these Terms of Use, “billing” shall indicate a charge, debit or other payment clearance, as applicable, against your payment method. Unless otherwise stated differently, year or annually refers to your billing cycle.

No Refunds. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the Application through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our users (“credits”). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

Payment Methods. You may edit your payment method information by visiting your “Account” page, located at the top of the Application screen. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your payment method information or cancel your account (see, “Cancellation and Automatic Renewal Opt Out” below), you remain responsible for any uncollected amounts and authorize us to continue billing the payment method, as it may be updated. This may result in a change to your payment billing dates. For certain payment methods, the issuer of your payment method may charge you a foreign transaction fee or other charges. Check with your payment method service provider for details.

Cancellation and Automatic Renewal Opt Out. You may cancel your subscription at any time, and you will continue to have access to the Application through the end of your annual billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-YEAR SUBSCRIPTION PERIODS. To cancel and opt out of automatic renewal, go to your “Account” page located at the top of the Application screen and un-check the box marked “Automatic Renewal.” If you cancel your subscription, your account will automatically close at the end of your current billing period. To see when your account will close, go to your “Account” page.

COMPLIANCE MATTERS

The Application may contain technological copy protection or other security features designed to prevent unauthorized use of the Application, including features to protect against use of the Application: (i) beyond the scope of the license granted to pursuant to the above license grant; or (ii) prohibited under the restrictions section. You shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection or security features.

COLLECTION AND USE OF INFORMATION

We may, directly or indirectly through the services of others, collect and store information regarding use of the Application and about equipment through which the Application is accessed and used, by means of providing maintenance and support services and security measures included in the Application as described above. You may be required to provide certain information about yourself as a condition to using

the Application. All information we collect through or in connection with the Application is subject to our Privacy Policy located here: <HTTPS://IMOANYWHERE.E-IMO.COM/PRIVACY>. You agree that we may use such information for any purpose in compliance with our Privacy Policy, including but not limited to: (i) improving the performance of the Application or developing updates; (ii) verifying compliance with the terms of this Terms of Use and (iii) enforcing IMO's rights, including all intellectual property rights in and to the Application. At this time, we do not respond to web browser "do not track" signals.

By submitting an email address and telephone number to us, you agree that we can contact you directly or through an agent, at the email address and number you provide, potentially using automated technology (including texts/SMS messaging) or a pre-recorded message. Your consent is not an obligation to receive any of our products and/or services.

CONFIDENTIALITY

Confidential Information. "Confidential Information" refers to the following items disclosed by us to you: (i) any information we mark "Confidential"; or (ii) any information that in some other manner indicates its confidential nature and concerning us or our products and services. For the purposes of these Terms of Use, the Application, Log-In Credentials (defined below), and any updates to the Application shall be considered our Confidential Information.

Nondisclosure Obligations. You shall not: (i) use Confidential Information for any purpose other than exercising the rights granted under this Terms of Use; or (ii) disclose Confidential Information to any other third party without our prior written consent. You will promptly notify IMO of any misuse or misappropriation of Confidential Information that comes to your attention. Notwithstanding the foregoing, you may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. You will give the IMO prompt written notice of any such legal or governmental demand and reasonably cooperate with IMO in any effort to seek a protective order or otherwise to contest such required disclosure, at the IMO's expense.

Injunction. You agree that breach of this section would cause us irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, we will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

Retention of Rights. This section does not transfer ownership of Confidential Information or grant a license thereto. We retain all right, title, and interest in and to all Confidential Information.

RESPONSIBILITIES

Subject to the terms and conditions stated herein, you will comply with the following provisions:

- (a) You may not allow or facilitate any access to the Application by any persons who are not Authorized Users. Access to persons who are not Authorized Users is prohibited no matter how such access is obtained. You shall notify us promptly if you become aware of any access to the Application by persons who are not Authorized Users.

- (b) You shall not share any log-in credentials, which include, but are not limited to usernames and passwords (collectively “Log-In Credentials”). Any sharing of Log-In Credentials shall be considered a material breach of these Terms of Use. Access to the Application by non- Authorized Users is expressly forbidden.
- (c) You represent and warrant that you are not an employee or agent of Health Language, a division of Wolters Kluwer Health.

USE OF NAME

All IMO Trademarks are owned by us and may not be used for any purpose without the prior written permission of IMO. “Trademarks” means all rights in and to U.S. and foreign trademarks, service marks, trade dress, trade names, brand names, logos, trade dress, corporate names and domain names and other similar designations of source, sponsorship, association or origin.

INDEMNIFICATION

You agree to defend, indemnify, and hold us and our officers, directors, employees, contractors, licensors, suppliers and agents harmless from any claims, liabilities, obligations, judgments, causes of actions, costs and expenses (including reasonable legal and accounting fees) arising out of, directly or indirectly: (i) use of the Application by you; (ii) the performance of these Terms of Use by you, or any breach thereof; or (iii) your negligence. We shall have the right to approve the terms of any settlement or compromise that restricts our rights or subjects us to any ongoing obligations. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

OWNERSHIP AND USE

These Terms of Use pertain to the license of rights to use the Application, and do not provide for the sale or other transfer of title. Except for third party content included in the Application, we have and shall have exclusive title to and ownership of all of our products, including the Application and of all of its sub-parts and components, and of all Updates, modifications, alterations, customizations, derivative works, revisions or enhancements thereof, and of all software, source code, and trade secrets, and proprietary research, equations, screens, techniques, methodology, analysis, programming or know-how thereof. This shall include any modifications, alterations, customizations, derivative works, revisions or enhancements made to the Application by us as part of these Terms of Use. If you propose requests for terms to be added to the Application, these additions, if approved by us for inclusion in the Application, will be considered part of the derivative work and shall be owned by us with all rights assigned by you to IMO.

WARRANTY DISCLAIMER

YOU ACKNOWLEDGE THAT THE APPLICATION IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR NATURE OF THE DATA FROM WHICH THE APPLICATION IS COMPILED, THE MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE NOR THE COMPATIBILITY OF THE APPLICATION WITH YOUR HARDWARE AND SYSTEMS.

IN ADDITION, WITHOUT LIMITING THE FOREGOING, THE APPLICATION HAS BEEN DESIGNED FOR USE IN THE UNITED STATES ONLY. CLINICAL PRACTICE PATTERNS OUTSIDE THE UNITED STATES MAY DIFFER SUBSTANTIALLY FROM INFORMATION SUPPLIED BY THE APPLICATION.

USE OF PROFESSIONAL JUDGMENT

THE INFORMATION PROVIDED IN THE APPLICATION IS NO SUBSTITUTE FOR INDIVIDUAL PATIENT ASSESSMENT BASED UPON YOUR EXAMINATION OF EACH PATIENT AND CONSIDERATION OF THE FACTORS UNIQUE TO THAT PATIENT. THE APPLICATION SHOULD BE USED AS A TOOL TO HELP YOU DOCUMENT THE DIAGNOSTIC AND TREATMENT DECISIONS OF EACH PATIENT, WHICH, AGAIN, IS BASED UPON THE INDIVIDUAL AND UNIQUE CIRCUMSTANCES THAT MAY LEAD YOU TO REACH DECISIONS NOT PRESENTED IN THE APPLICATION.

WE DO NOT PROVIDE MEDICAL APPLICATIONS TO PATIENTS AND ARE NOT ENGAGED IN THE PRACTICE OF MEDICINE. ANY USE OF THE APPLICATION BY YOU DOES NOT ABSOLVE YOU OF YOUR OBLIGATION TO EXERCISE INDEPENDENT MEDICAL JUDGMENT IN RENDERING HEALTH CARE APPLICATIONS TO PATIENTS. THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTH CARE APPLICATIONS LIES WITH THE AUTHORIZED USER PROVIDING THE APPLICATIONS, NOT WITH US.

LIMITATION OF DAMAGES

YOUR USE OF OUR APPLICATION IS ENTIRELY AT YOUR OWN RISK. IN NO CASE SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL DAMAGES, LOST PROFITS, DIMINUTION IN VALUE OR LOSSES OR INJURY YOU MAY INCUR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE APPLICATIONS OR YOUR RELIANCE ON OR USE OF THE INFORMATION OR APPLICATIONS PROVIDED, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OR ANY FAILURE OF PERFORMANCE, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH THE APPLICATION, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION. THE LIABILITIES LIMITED BY THIS SECTION APPLY: (I) TO LIABILITY FOR NEGLIGENCE; (II) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (III) EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (IV) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

FORCE MAJEURE

We shall not have the responsibility for any delay or failure of performance resulting from causes beyond its reasonable control and without its fault or negligence. In such event, IMO shall perform its obligations hereunder within a reasonable time after the cause of the delay or failure has been remedied.

AUDIT

IMO may audit your use of the Application for compliance with these Terms of Use once every 12 months, upon prior notice. In the event that such audit reveals any use of the Application by you other than full

compliance with these Terms of Use, then: (i) IMO may immediately terminate your access to the Application; and (ii) you shall reimburse IMO for all reasonable expenses related to such and audit in addition to any other liabilities you may incur as a result of such non-compliance.

EXPORT LAWS

If you access the Application from outside the United States, you do so at your own risk and to do so is a violation of these Terms of Use. You are responsible for compliance with the laws of the jurisdiction from which you access the Application. Our Application is subject to the United States export control laws and regulations and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations to ensure that neither the Application, nor any direct product thereof, is (i) exported, directly or indirectly, in violation of such export laws; or (ii) is intended to be used for any purposes prohibited by such export laws, and you further acknowledge that you have the responsibility to obtain authorization to export, re-export, or import any data through the Application, as may be required.

We make no representations that the content or the Application are appropriate or may be used or downloaded outside the United States. Access to the Application may not be legal in certain countries outside the United States.

CPT® EDITORIAL CONTENT

Grant of Rights; Restrictions.

- (a) The Application contains CPT Editorial Content licensed by the AMA.
- (b) The license granted for CPT Editorial Content is a nontransferable, nonexclusive license for the sole purpose of internal use by you within the United States.
- (c) You are 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 the Application, or a copy or portion of the Application, to any unauthorized party.
- (d) The provision of updated CPT Editorial Content within the Application is dependent on a continuing contractual relationship between IMO and the AMA.
- (e) You must ensure that anyone with authorized access to the Application will comply with the provisions of this Section titled "CPT® Editorial Content."

Notices. You acknowledge that:

- (a) CPT Editorial Content is copyrighted by the AMA;
- (b) CPT is a registered trademark of the American Medical Association; and
- (c) The Application includes CPT Editorial 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 Medical Association, AMA Plaza, 330 N. Wabash Ave., Suite 39300, Chicago, Illinois, 60611-5885, USA. 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.

Miscellaneous. To the extent possible under the applicable laws, the warranties and liability for CPT Editorial Content as contained in the Application are provided "AS IS" without any liability to the AMA, 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 your requirements, and the AMA's sole responsibility is to make available to IMO replacement copies of CPT Editorial Content if the data is not intact; and the AMA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in the CPT Editorial Content.

GENERAL

Entire Agreement; Severability. These Terms of Use, together with the Privacy Policy, other terms or legal notices published by us for the Application, and any other applicable agreements, shall constitute the entire agreement between us concerning use of the Application. If any provision of these Terms of Use shall be deemed by a court of competent jurisdiction to be unenforceable or illegal, then such unenforceable or illegal provision shall be deemed stricken (but only to the extent that, and in the locations where, such prohibition shall be applicable). The remaining terms and provisions of these Terms of Use shall remain in full force and effect.

Waiver and Modification. No provision of these Terms of Use may be terminated, modified or waived unless such termination, modification or waiver is set forth in a writing executed by you and IMO. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Assignment. You may not transfer or assign your rights under these Terms of Use without the express, written consent of IMO.

Governing Law and Venue. These Terms of Use in all respects shall be governed by, construed, and interpreted in accordance with the laws of the State of Illinois without regard to: (i) its conflict of law principles; or (ii) the 1980 United Nations Convention on Contracts for the International Sale of Goods. You irrevocably consent to personal jurisdiction and venue in the United States District Court for the Northern District of Illinois or any Illinois court of competent jurisdiction for any action brought in connection with this Agreement and waive any objection to the convenience of those forums. Any suit brought to enforce the provisions of these Terms of Use must be brought in the aforementioned forums. In the event of any dispute under this Agreement the prevailing party shall be entitled to recover its costs of litigation including reasonable attorney fees.

Cause of Action. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE APPLICATION MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Representations. You represent and warrant that you are not subject to, and will not assume (i) any obligation inconsistent with its obligations hereunder and (ii) any restriction which is violated by any disclosure of information it makes or receives hereunder.

Headings. The section headings throughout these Terms of Use are for convenient reference only, and shall in no way be deemed to limit, modify, or add to the interpretation, construction or meaning or any provision of these Terms of Use.

Independent Contractor. In performing their obligations hereunder, we are each acting as separate and independent entities and neither of us is an agent or employee of the other. These Terms of Use shall not be interpreted so as to cause either party to be responsible to any third party for the acts, omissions or products of the other party.

Notices. All notices and communications to us required or permitted under these Terms of Use shall be in writing, and any communication or delivery hereunder shall be deemed to have been duly made if mailed by registered or certified mail, postage prepaid, sent by nationally recognized overnight delivery, addressed as follows:

Intelligent Medical Objects, Inc.
60 Revere Drive, Suite 400
Northbrook, Illinois 60062
Attn.: Legal
With copy to: Contracts Administrator
Phone: (847) 272-1242

Third Party Content. You acknowledge and agree that our ability to provide mappings to specific third party content depends upon our ability to secure and maintain the appropriate license agreements with the owners of such third party content.

Survival. No termination of these Terms of Use shall in any way affect or impair the powers, obligations, duties, rights, indemnities, liabilities, covenants, warranties, and/or representations of you with respect to times and/or events occurring prior to such termination, including the obligation to make payments that arose prior to the termination date but will not be paid until after the termination date. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, order of precedence, warranty disclaimers, indemnity and limitations of liability.

SNOMED CT® CODES

The Application includes SNOMED Clinical Terms (SNOMED CT®) which are used by permission of the International Health Terminology Standards Development Organisation (IHTSDO). All rights reserved. SNOMED CT®, was originally created by The College of American Pathologists. “SNOMED” and “SNOMED CT” are registered trademarks of the IHTSDO.

LOINC® CODES

The Application includes all or a portion of the LOINC® table, LOINC panels and forms file, LOINC document ontology file, and/or LOINC hierarchies file, or is derived from one or more of the foregoing, subject to a license from Regenstrief Institute, Inc. Your use of the LOINC table, LOINC codes, LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file also is subject to this license, a copy of which is available at <http://loinc.org/terms-of-use>. The current complete LOINC table, LOINC Users' Guide, LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file are available for download at <http://loinc.org>. The LOINC table and LOINC codes are copyright © 1995-2016, Regenstrief Institute, Inc. and the Logical Observation Identifiers Names and Codes (LOINC) Committee. The LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file are copyright © 1995-2016, Regenstrief Institute, Inc. All rights reserved. THE LOINC TABLE (IN ALL FORMATS), LOINC PANELS AND FORMS FILE, LOINC DOCUMENT ONTOLOGY FILE, AND LOINC HIERARCHIES ARE PROVIDED "AS IS." ANY EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LOINC® is a registered United States trademark of Regenstrief Institute, Inc. A small portion of the LOINC table may include content (e.g., survey instruments) that is subject to copyrights owned by third parties.