



IMO

Information Sheet & Service Agreement

About IMO

How It Works

Foothold has partnered with [Intelligent Medical Objects, Inc.](#) (IMO) to provide a cutting edge tool for coding diagnoses and procedures within AWARDS. In accordance with ONC requirements, IMO crosswalks plain-language diagnoses, procedures, lab orders, diagnostic tests, and encounters to their correct CPT, DSM IV, DSM-5, ICD 9, ICD 10 and SNOMED codes.

With IMO, an AWARDS user can see a complete list of diagnostic and procedural terms, along with their corresponding codes, upon entering a partial name for a diagnosis or procedure. Clicking an item in the list automatically adds it and its corresponding code to the client's record. IMO provides code set mapping, so updating code sets is seamless.

The IMO software was not designed by Foothold nor does Foothold take any responsibility for its accuracy or fitness for a particular purpose nor offer any warranty. Support for IMO will be provided by Foothold Technology unless there are questions or issues we cannot resolve for you at which point we will refer the matter to Intelligent Medical Objects.

IMO provides access to content copyrighted by third parties including the American Medical Association and American Psychiatric Association. End users must be licensed to use this content and are subject to restrictions on copying or otherwise disseminating the content. Please refer to the IMO End User License Agreement for details on restrictions.

Pricing and Licensing

IMO costs **\$2,200/year**. This flat fee covers all providers and staff who will use the feature. This fee does not include the purchase of AMA and APA licenses.

The use of IMO does not license end users to the third party copyrighted content provided by IMO. As part of your agreement to use IMO, you are also agreeing that Foothold will pass along to you the additional license fee to purchase and maintain AMA CPT licenses and APA DSM licenses for all end users of IMO in your organization.

The license fees are as follows:

- AMA – CPT license - \$16.00 per user per year (only required for use of the IMO® ProcedureIT® product)
- APA – DSM license - \$80.00 per user per year

The definition of End User for the purpose of a CPT® license (needed if using the IMO® ProcedureIT® product) is:

- an individual who accesses, manipulates or uses the IMO® ProcedureIT® product;
- an individual who accesses, manipulates or uses the IMO® ProcedureIT® products to produce or enable an output (data, reports, etc.) that could not have been created without the use of the IMO® ProcedureIT® product; or
- an individual who makes use of an output that was created with the use of the IMO® Procedure IT® product.

The definition of "User" for the purpose of a DSM® license is:

- an individual who is a mental health professional and accesses, manipulates, or uses the Service that contains all or some DSM-IV-TR® or DSM-5® content.

Because Foothold must maintain these licenses for end-users accessing IMO®, you agree to inform us of any changes in the number of licenses in use within your organization.

IMO END-USER LICENSE RIDER LANGUAGE

("EULA")

The Software (defined hereunder) contains the following products from Intelligent Medical Objects, Inc. ("IMO"): Problem (IT) and Procedure (IT) terminologies (collectively the "Service"). The Service and the AWARDS™ software ("Software") are separate products provided by separate entities. Your (either an individual or single entity) ("END-USER") use of the Service in conjunction with the Software is subject to the terms and conditions of this End User License Agreement ("EULA").

In consideration of the rights and restrictions contained herein, END-USER agrees as follows:

1. Grant of License

The license granted herein is a non-exclusive, non-transferable license to use the Service solely in conjunction with the Software for internal use: (i) in a clinical setting; and (ii) in a non-production/non-clinical setting for backup, archival, support, testing, training and demonstration purposes; provided END-USER complies with the restrictions set forth in Section 2.

2. Restrictions

END-USER shall not cause or permit others to copy, duplicate, redistribute, loan, rent, retransmit, publish, license or sublicense or otherwise transfer, or commercially exploit, the Service, in whole or part. END-USER shall not prepare derivative works or incorporate the Service, in whole or part, in any other system or work; or reverse engineer, decompile, disassemble, decrypt, translate, alter, adapt or modify the Service, in whole or part.

3. Ownership

This EULA provides only a license of rights to use the Service, and does not provide for the sale or other transfer of title. Except for third party content included in the Service, IMO has and shall have exclusive title to and ownership of all of its products, including the Service 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.

Any ideas or requests for terms submitted by END-USER to the Software vendor or IMO for inclusion in the Service shall be considered part of a derivative work of the Service and shall be owned by IMO with all rights assigned by END-USER to IMO. END-USER shall not be charged for such regular inclusion of added terms. END-USER will have a perpetual, non-exclusive license to use, display or modify these requested terms apart from the Service.

4. Technical Warranty

The Service, as provided by IMO, does not include any disabling devices such as devices that result in the electronic recapture of programming, undocumented functions, passwords, keys, security devices or trap doors, or any computer viruses.

5. Disclaimer of Warranties

EXCEPT FOR WARRANTIES THAT MAY NOT BE DISCLAIMED AS A MATTER OF LAW OR THAT ARE INCLUDED HEREIN, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND IMO MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR NATURE OF THE

SERVICE, NONINFRINGEMENT, COMPATIBILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ANY WARRANTIES EXPRESSLY PROVIDED HEREIN DO NOT APPLY IF: (I) THE END-USER ALTERS, MISHANDLES OR IMPROPERLY USES, STORES OR INSTALLS ALL, OR ANY PART, OF THE SERVICE; (II) THE END-USER USES, STORES OR INSTALLS THE SERVICE ON A COMPUTER SYSTEM WHICH FAILS TO MEET THE SPECIFICATIONS FOR THE SOFTWARE; OR (III) THE BREACH OF WARRANTY ARISES OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF PERSONS OR ENTITIES OTHER THAN IMO.

6. Assumption of Risk

THE END-USER ACKNOWLEDGES THAT THE SERVICE IS NOT A SUBSTITUTE FOR THE CARE PROVIDED BY LICENSED HEALTH CARE PRACTITIONERS. AS BETWEEN THE END-USER AND IMO, THE END-USER HEREBY ASSUMES FULL RESPONSIBILITY FOR: (A) ITS USE OF THE SERVICE; AND (B) INSURING THE APPROPRIATENESS OF USING AND RELYING UPON THE INFORMATION IN VIEW OF ALL ATTENDANT CIRCUMSTANCES, INDICATIONS, AND CONTRAINDICATIONS. IMO SHALL NOT BE RESPONSIBLE AND HAS NO LIABILITY TO ANY PERSON FOR: (A) ANY ERRORS, MISSTATEMENTS, INACCURACIES OR OMISSIONS REGARDING CONTENT DELIVERED THROUGH THE SERVICE; (B) ANY DELAYS IN OR INTERRUPTIONS OF SUCH DELIVERY; OR (C) ANY DATA OR INFORMATION INPUT INTO THE SERVICE BY THE END-USER. ADDITIONALLY, IMO UNDERTAKES NO OBLIGATION TO SUPPLEMENT OR UPDATE CONTENT OF THE SERVICE.

THE SERVICE DOES NOT ENDORSE DRUGS, DIAGNOSE PATIENTS, OR RECOMMEND THERAPY. THE SERVICE IS AN INFORMATIONAL RESOURCE DESIGNED TO ASSIST LICENSED HEALTH CARE PRACTITIONERS IN DOCUMENTING THE CARE OF THEIR PATIENTS. THE INFORMATION CONTAINED WITHIN THE SERVICE IS INTENDED FOR USE ONLY BY PHYSICIANS AND OTHER HEALTH CARE PROFESSIONALS WHO SHOULD RELY ON THEIR CLINICAL DISCRETION AND JUDGMENT IN DIAGNOSIS AND TREATMENT.

THE SERVICE HAS BEEN DESIGNED FOR USE IN THE UNITED STATES ONLY. IMO DOES NOT PROVIDE INFORMATION FOR PRODUCTS NOT AVAILABLE FOR SALE IN THE UNITED STATES. CLINICAL PRACTICE PATTERNS OUTSIDE THE UNITED STATES MAY DIFFER SUBSTANTIALLY FROM INFORMATION SUPPLIED BY THE SERVICE. USES OF THE SERVICE OUTSIDE THE UNITED STATES MAY NOT BE APPROPRIATE.

7. Disclaimer of Liability

EXCEPT FOR IMO'S OBLIGATIONS UNDER SECTION 8(B), IN NO EVENT SHALL IMO BE LIABLE TO ANY PERSON INCLUDING, BUT NOT LIMITED TO END-USER AND PERSONS TREATED BY OR ON BEHALF OF END-USER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS EULA OR THE SERVICE. IMO'S TOTAL LIABILITIES ARISING OUT OF OR RELATED TO THIS EULA ARE LIMITED TO THE FEES RECEIVED BY IMO FROM THE SOFTWARE'S LICENSOR FOR END-USER'S USE OF THE SERVICE.

8. Indemnification

A. By END-USER. END-USER agrees to indemnify, defend, and hold IMO harmless from any claims, costs, liabilities, judgments, attorneys' fees, settlements, penalties or other losses in all causes including, but not limited to losses for tort, personal injury, medical malpractice or product liability arising out of or relating to: (a) the END-USER's use of the Service; (b) any data or information input into the Service by END-USER; (c) END-USER's negligence or intentional misconduct; and (d) any breach of this EULA by END-USER. In the event that END-USER indemnifies IMO, then: (i) END-USER will retain qualified counsel with demonstrable experience

defending claims of the type to be defended, who shall be preapproved by IMO; and (ii) END-USER agrees to let IMO participate in the defense of any action, at IMO's option and expense.

B. By IMO. IMO agrees to indemnify, defend, and hold END-USER harmless against third party claims, costs, liabilities, judgments, attorneys' fees, settlements, and penalties brought against END-USER arising out of, related to, or alleging that the IMO Service infringes on a United States patent, trademark or copyright of a third party (collectively "Indemnified Claim"); provided END-USER promptly, but within thirty (30) days, notifies IMO in writing of such Indemnified Claim. IMO shall have sole control of the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided END-USER will have the right to approve the terms of any settlement or compromise that restricts its rights granted under this Agreement or subjects it to any ongoing obligations. IMO shall have no indemnification obligation to END-USER to the extent that an Indemnified Claim arises out of: (i) END-USER'S violation of this EULA; (ii) information incorporated into the Service by END-USER or Software vendor; (iii) a modification or addition to the Service made by END-USER or Software vendor; or (iv) the use of the Service in combination with any program or equipment or any part thereof not furnished or approved by IMO.

9. Intellectual Property Disclaimers; Use of Trademarks

END-USER will not alter, cover or remove any trademark, copyright or other proprietary rights notice placed by IMO or a third party in or on the Service. END-USER will not use or modify any IMO or third party trademarks, trade names, service marks, corporate names or logos or those of its affiliates (collectively "Marks") or any advertising materials containing any of the foregoing unless it has obtained the prior written approval of IMO, which may be withheld for any reason. Goodwill associated with the Marks inures solely to IMO and the respective third party owners. END-USER acknowledges and agrees that it shall not, directly or indirectly, do anything inconsistent with the validity, ownership, distinctiveness or integrity of the Marks, or the goodwill attaching thereto, nor shall it assist any third party in doing so.

10. END-USER Documentation

END-USER is responsible for generating any user documentation related to the Service.

11. Security

END-USER shall establish the appropriate firewalls and security systems, such that the Service is accessed only by authorized employees or contractors of END-USER and is not used in a manner that would violate the terms of this EULA.

12. Third Party Beneficiary

END-USER agrees that IMO shall be, and is hereby, named as an express third-party beneficiary of this EULA for the purpose of enforcing at law and at equity all rights under this EULA against END-USER, the covenants of END-USER and the warranty disclaimers and limitations of liability set forth in this EULA, whether or not such provisions make specific reference to IMO or the Service.

13. Term and Termination

The term of this EULA begins upon installation of the Software and/or Service and continues for the term specified in END-USER's Software license agreement. This EULA may be terminated by IMO or Software vendor at any time if: (i) END-USER violates any provision of this EULA; or (ii) Software vendor's relationship with IMO terminates. If this EULA is terminated for any reason, END-USER agrees to immediately return or destroy all copies of the Service and all accompanying items and certify the return or destruction thereof.

14. Third Party Content

a. **CPT® Content.** END-USER acknowledges that use of IMO® Procedure IT terminology requires CPT® code licenses that are separate from the license granted herein. However, if END-USER purchases CPT® code licenses through the Software vendor, then the CPT® code terms and conditions set forth in **Schedule A** of this EULA apply to END-USERS' use of the Service.

- b. **DSM Content.** END-USER acknowledges that use of IMO® Problem IT terminology requires DSM code licenses that are separate from the license granted herein. However, if END-USER purchases DSM code licenses through the Software vendor, then the DSM code terms and conditions set forth in **Schedule B** of this EULA apply to END-USERS' use of the Service.
- c. **Other Content.** END-USER acknowledges that the Service includes third-party content. END-USER agrees to the terms and conditions set forth in **Schedule C** of this EULA.

15. **General**

END-USER will hold the terms of this EULA confidential. END-USER will ensure that anyone with authorized access to the Service will comply with the provisions of this EULA and Schedule A. If any provision of this EULA is determined to be unenforceable, the rest of this EULA will remain in full force. Headings in this EULA are for convenience only and are not part of this EULA. The delay or failure to assert a right herein or to insist upon compliance with any term or condition of this EULA shall not constitute a waiver of that right or excuse a subsequent failure to perform any term or condition. END-USER may not assign any of the rights herein without prior written approval from IMO. This EULA will be governed by the State of Illinois without regard to choice-of-law principles. The courts of the State of Illinois and/or the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over any action arising under or related to the subject matter of this EULA and the parties agree to submit to the jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois. This EULA is the entire agreement between END-USER and IMO as to the subject matter. Any amendment must be in writing signed by both END-USER and IMO.

SCHEDULE A

CPT® Content Terms

1. Grant of Rights; Restrictions

- (i) The Service contains CPT® content (“CPT”) licensed by the American Medical Association (“AMA”).
- (ii) The license granted for CPT is a nontransferable, nonexclusive license for the sole purpose of internal use by END-USER within the United States.
- (iii) END-USER 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 the Service, or a copy or portion of the Service, to any unauthorized party.
- (iv) The provision of updated CPT within the Service is dependent on a continuing contractual relationship between IMO and the AMA.
- (v) END-USER must ensure that anyone with authorized access to the Service will comply with the provisions of this Schedule A.

2. Notices

END-USER acknowledges that:

- (i) CPT © 2013 American Medical Association;
- (ii) CPT is a registered trademark of the American Medical Association; and
- (iii) The 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 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 252.2277015(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.

3. Back Up Rights

END-USER may only make copies of the Service for back up or archival purposes. All notices of proprietary rights, including trademark and copyright notices, must appear on all permitted back up or archival copies made.

4. Miscellaneous

END-USER agrees to the extent possible under the applicable laws, the warranties and liability for CPT as contained in the Service is 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 the END-USER's requirements, and that the AMA's sole responsibility is to make available to IMO replacement copies of CPT if the data is not intact; and that the AMA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in CPT.

SCHEDULE B

DSM Code Terms

1. Grant of Rights Restrictions

- (i) The license granted for DSM is a limited nontransferable, nonexclusive license to use DSM-IV-TR® and DSM-5® content ("DSM") solely in conjunction with the Service, subject to the terms and conditions herein.
- (ii) END-USER shall not publish, distribute via the Internet or other public computer based information system, create derivative works (including translating) of DSM. In addition, END-USER shall not transfer, sell, lease, license, or otherwise make DSM, or any portion thereof, available to any unauthorized party. For purposes of this EULA, "unauthorized" means any individual or entity not licensed to use DSM.

2. Intellectual Property

DSM-IV-TR® and DSM-5® content are copyrighted by the American Psychiatric Association ("APA") and END-USER may not use any portions of the DSM-IV-TR® or DSM-5® content other than as expressly allowed under the Agreement.

3. Back Up Rights

- (i) END-USER shall only make copies of the Service for back up or archival purposes.
- (ii) END-USER agrees that all notices of proprietary rights, including trademark and copyright notices, must appear on all permitted back up or archival copies made.

4. Termination

- (i) END-USER's license to use the DSM-IV-TR® content shall terminate on October 1, 2014.
- (ii) The Software Vendor shall have the right to immediately terminate this EULA by providing written notice of such termination to END-USER in the event that: (i) END-USER fails to abide by any of the terms and conditions of this EULA; or (ii) if the APA terminates its agreement with IMO.

5. Miscellaneous

(i) END-USER agrees to the extent possible under the applicable laws, the warranties and liability for DSM-IV-TR® and DSM-5® content as contained in the Service is provided "as is" without any liability to the APA, 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 the End User's requirements. IMO's sole responsibility with regard to the DSM-IV-TR® and DSM-5® content is to use reasonable efforts to correct defects in the Service. The APA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in DSM-IV-TR® and DSM-5® content.

(ii) Disclaimer of Warranties. THE AMERICAN PSYCHIATRIC ASSOCIATION EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES (INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO END-USER'S USE OF THE DSM-IV-TR® OR DSM-5® CONTENT IN THE INTEGRATED SERVICE.

THE AMERICAN PSYCHIATRIC ASSOCIATION WILL NOT BE LIABLE TO END-USER, OR ANY THIRD PARTY FOR LOSS OF PROFITS, LOSS OF USE OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, EVEN IF IT IS AWARE OF THE POSSIBILITY THEREOF. END-USER AGREES THAT THE ENTIRE LIABILITY OF THE AMERICAN PSYCHIATRIC ASSOCIATION WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THREE TIMES THE TOTAL FEES PAID FOR THE LICENSE OR \$100,000, WHICHEVER IS GREATER.

(iii) Disclaimer of Medical Liability. DSM-5® content is not a substitute for, is not designed to, and does not provide, medical advice. The American Psychiatric Association shall not be liable to END-USER or any third party if readers of DSM-IV-TR® or DSM-5® content disregard professional medical advice, or delay in seeking such advice, because of something they have read in the DSM-IV-TR® or DSM-5® content. The APA shall not be liable to END-USER or any third party if readers of DSM-IV-TR® or DSM-5® content rely on information in DSM-IV-TR or DSM-5® content in place of seeking professional medical advice. RELIANCE ON ANY INFORMATION CONTAINED IN DSM-IV-TR® OR DSM-5® CONTENT IS SOLELY AT THE READER'S OR END-USER'S OWN RISK.

Moreover, the APA is not responsible or liable to END-USER or any third party for any advice, course of treatment or diagnosis provided by a physician or other health care professional. The APA neither recommends nor endorses any specific tests, products, procedures, opinions or other information that may be recommended to a reader or user by a health care professional.

(iv) If any provision of this Agreement is determined to be unenforceable, the rest of the Agreement will remain in full force.

SCHEDULE C

Third Party Content Terms

LOINC® Codes

The Service 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 © 1995-2014, 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 © 1995-2014, 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.

SNOMED CT® Codes

The Service makes use of SNOMED Clinical Terms® (SNOMED CT®) which is 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.

IMO Agreement

Unlike other parts of AWARDS, IMO has a separate fee and a separate set of requirements both for Foothold and for you, our customer. The Foothold customer named below (signature below) is completely and solely responsible for the accuracy and appropriateness of the information they enter via IMO and specifically indemnifies and holds harmless Foothold and all of its employees and associates for any damages sustained as a result of this feature's usage. Please consider whether you are willing to commit to the partnership and responsibilities discussed here. If so, please sign below. By signing this agreement, you affirm that you have had the opportunity to explore this feature and have made the decision to execute this agreement based on that knowledge. Note that this Agreement is incorporated, by reference, into our main Subscriber Agreement with you. The fee will be prorated in the first year to coincide with the term of your Subscriber Agreement. Going forward, this agreement will roll over concurrently with your Subscriber Agreement.

Agency Name	<i>Foothold Technology</i>
Authorized Representative, Title - PLEASE PRINT	<i>Tyler Hoffman, CEO</i>
Signature	Signature
Date	Date

IMO Start Date (must be the first of a month): _____

Number of CPT End Users: _____

Number of DSM End Users: _____

Contact Person for Quarterly License Count: _____

Contact Person's Email Address: _____