

## INGENIX PASS-THROUGH TERMS

Ingenix will not be liable to any Customer/Client for any indirect, incidental, consequential, special, punitive, or exemplary damages. Ingenix's liability to any Customer/Client for direct damages relating to the Ingenix Software will be limited to the amount Customer/Client has paid for use of the Ingenix Software in the year in which the cause of action arose.

Ingenix will be a thirty party beneficiary of the rights of Altera Digital Health Inc. ("**Altera**") with respect to the provisions of Customer/Client's agreement with Altera as they relate to Ingenix Software. Ingenix will be expressly entitled to enforce its rights pursuant to the provisions of the agreement as they relate to Ingenix Software and the Collected Data, regardless of any alleged or actual breach or default hereunder by Altera, or any expiration or termination of the Customer/Client License. "**Collected Data**" will be defined as Customer/Client data which is obtained under the terms and conditions of Customer/Client's agreement with Altera.

If Altera will receive individually identifiable data (as defined in the Health Insurance Portability and Accountability Act – "**HIPAA**") from any Customer/Client, notwithstanding anything else in Customer/Client's agreement with Altera, including any amendments, Altera will be permitted to send Collected Data to Ingenix.

Relating to use of CPT in Ingenix Software:

1. Ingenix's or Altera's ability to deliver updated versions of CPT to Customer/Client is dependent upon Ingenix's and Altera's continuing contractual relations with the AMA.
2. The agreement is nontransferable, nonexclusive, and for the sole purpose of Customer/Client's internal use in the United States.
3. Customer/Client will not use CPT or information contained therein in any public computer-based information system or public electronic bulletin board (including the Internet and World Wide Web). Customer/Client will not create any derivative works based on CPT.
4. Customer/Client will not publish, translate, transfer possession of, or create derivative works based on the Ingenix Software.
5. Customer/Client may make copies of the Ingenix Software only for archival purposes.
6. CPT is copyright by the AMA and all notices of AMA's proprietary rights, including trademark and copyright in CPT, must appear on all permitted back-up or archival copies made by Customer/Client.
7. Customer/Client must ensure that anyone who has authorized access to the Ingenix Software complies with the provisions of Customer/Client's agreement with Altera.
8. The AMA provides CPT "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 the CPT data. The AMA does not warrant that CPT will meet the Customer/Client's requirements. The AMA disclaims any liability for any consequences due to use, misuse or interpretation of information contained or not contained in CPT. In the event the Software or Data includes NTIS material, the responsibility for the content of any "**National Correct Coding Policy**" included in this product is with the Centers for Medicare and Medicaid Services ("**CMS**") and no endorsement by the AMA is intended or should be implied. The AMA disclaims responsibility for any consequences or liability attributable to or related to any use, nonuse, or interpretation of information contained in this product.
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10. Altera can terminate Customer/Client's license in case of Customer/Client's default under Customer/Client's agreement with Altera.