**CPT End User License Agreement**

This CPT End User License Agreement (the “EULA”) is by and between the End User executing this EULA below and Medical Informatics Engineering Incorporated (“MIE”) and is incorporated into the [Service License Agreement/Master Services Agreement][[1]](#footnote-0) (“Agreement”) by and between MIE and End User. The American Medical Association (“AMA”) prohibits any use of its licensed content as described on Schedule A (the “AMA Licensed Content”) unless the End User signs this EULA. The AMA Licensed Content is copyrighted by the AMA and CPT is a registered trademark of the AMA.

1. **Grant of Rights**. MIE, as a party to a license agreement with AMA, is authorized to and hereby grants End User a limited, nonexclusive, nontransferable license to use the AMA Licensed Product in [WebChart/Enterprise Health Solution] (the “MIE Software”) for the sole purpose of internal use by the End User within the Territory, as defined on Schedule A. The provision of updated AMA Licensed Content in the MIE Software is dependent on a continuing contractual relationship between AMA and MIE. End User must ensure that anyone with authorized access to the AMA Licensed Content will comply with all provisions of this EULA.
2. **Prohibitions**. End User is prohibited from making AMA Licensed Content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making available to any unauthorized party the MIE Software, or a copy or portion of AMA Licensed Content to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this EULA. End User must use the AMA Licensed Content in compliance with all applicable laws and regulations.
3. **AMA Disclaimer**. **End User expressly acknowledges and agrees to the extent permitted by applicable law, use of the AMA Licensed Content is at End User’s sole risk and the AMA Licensed Content is provided “as is” without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The Licensed Content does not replace the AMA’s *Current Procedural Terminology* book or other appropriate coding authority. The coding information contained in the AMA Licensed Content should be used only as a guide.** The AMA does not warrant that the data contained in the AMA Licensed Content will meet End User’s requirements or that the operation of the AMA Licensed Content will be uninterrupted or without error.
4. **Records**. End User is required to keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by MIE, of the same type as required of MIE under its agreement with the AMA. All records and reports required under this Section shall be subject to audit by AMA. End User expressly consents to the release of its name to the AMA.
5. **Royalties**. Royalties and reports are due according to the Payment Schedule detailed in Schedule B. End User will pay a late fee of fifty dollars ($50.00) or the prime rate plus 1% per year of the amount past due, whichever is greater, on any royalties not paid or any report not submitted when due. The prime rate will be determined by the rate listed in the Wall Street Journal on the first day of the month. Acceptance of any payment, royalties or fees by the AMA shall not constitute a waiver of any rights or limitation on any claims that the AMA may have under this Agreement.
6. **Term**. The term of this EULA shall begin on the Effective Date and shall continue for twelve months (the “Initial Term”). This EULA will thereafter automatically renew for up to a maximum of four (4) additional periods of twelve (12) months (each a “Renewal Term”) unless terminated pursuant to this EULA. The Initial Term and all Renewal Terms are collectively referred to as the “Term.” Either party may deliver written notice of non-renewal to the other party with at least sixty (60) days’ notice prior to the commencement of a Renewal Term. In addition, MIE may terminate this EULA immediately if (a) the contract between AMA and MIE is terminated for any reason; (b) the End User breaches any term of this EULA; or, (c) the Agreement between End User and MIE terminates for any reason.
7. **Indemnification**. End User will indemnify and defend the AMA and MIE (collectively, the “Indemnified Parties”) from any claims, liabilities, proceedings, actions, and settlements brought by third parties, including fees, costs, fines, and penalties, including reasonable attorney’s fees, arising out of any material breach by the End User of any warranty or other provision in this EULA.
8. **Equitable Relief**. End User acknowledges that a breach by End User of this EULA may cause MIE irreparable damages, for which an award of damages would not be adequate compensation, and agrees that, in the event of such breach or threatened breach, MIE will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which MIE may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity to MIE.
9. **Limitation of Liability**. To the extent not prohibited by applicable law, in no event will AMA or MIE be liable for any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data or information, business interruption or any other commercial damages or losses, arising (a) out of the use or inability to use the AMA Licensed Content; (b) from any interruption in availability of the AMA Licensed Content; (c) from any loss of data and/or from any equipment failure; (d) out of the use of, reference to, or reliance on the AMA Licensed Content; (e) out of any content, materials, accuracy of information, and/or quality of the AMA Licensed Content; or (f) out of any other matter relating to the AMA Licensed Content, even if AMA, MIE, or the End User have been advised of the possibility of such damages. In the event End User is dissatisfied with or disputes this EULA or the AMA Licensed Content, End User’s sole right and exclusive remedy is to terminate End User’s use of the AMA Licensed Content, even if that right or remedy is deemed to fail of its essential purpose.
10. U.S. Government End Users. CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. This agreement does not grant the Federal Government a direct license to use CPT based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).
11. Third Party Beneficiary. AMA is a third party beneficiary of this EULA. Notwithstanding the foregoing, this EULA does not amend, modify, or otherwise alter the terms of the Agreement.

[signature page following]

WHEREAS, the parties have executed this CPT End User License Agreement by their duly authorized representatives.

“MIE”  
  
Medical Informatics Engineering, Incorporated

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

“End User”  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule A**

**Licensed Content**

**Current Procedural Terminology (CPT®) Data File**, which means content from the print publication *Current Procedural Terminology, Fourth Edition* and CPT Standard data file published by the AMA.

**Territory**

“Territory” is defined as the following: Algeria, Argentina, Australia, Bahamas, Bahrain, Belgium, Bermuda, Brazil, British Virgin Islands, Canada, Cayman Islands, Chile, China, Colombia, Costa Rica, Cyprus, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Hong Kong, India, Ireland, Israel, Italy, Jamaica, Japan, Jordan, Republic of Korea (South Korea), Kuwait, Lebanon, Mexico, New Zealand, Norway, Panama, Peru, Philippines, Portugal, Qatar, Saudi Arabia, Singapore, South Africa, Spain, Sweden, Switzerland, Thailand, Tunisia, Turkey, United Arab Emirates, United Kingdom, United States and its territories, and Venezuela.

Countries may be added to the Territory upon written notice from the AMA. The AMA reserves the right to remove countries from the Territory (a) where trade is prohibited by U.S. law or regulation (e.g., export control or national security laws or regulations); or (b) when the AMA, in its reasonable judgment, determines that it cannot protect its copyright. If the AMA removes a country from the Territory due to a prohibition by U.S. law, End User will immediately cease distributing the AMA Licensed Content in the Licensed Products in that country, and thereafter will not provide existing End Users in that country with any updates to the AMA Licensed Content.

**Schedule B**

**Royalty Payments**

End User shall pay an annual fee of Seventy Five Dollars and 00/100 ($75.00) (the “Royalty Fee’”) per full-time equivalent Billing Provider (as defined herein). A “Billing Provider” is defined as a healthcare provider who renders medical services for which a fee is charged. The Royalty Fee is subject to change upon thirty (30) days prior written notice.

**Reporting of Billing Providers**

End User shall on an biannual basis and at any time upon request by MIE report the number of full-time equivalent Billing Providers. End User retains a continuing obligation to report any increase in a reported Billing Providers. End User acknowledges and agrees that End User is obligated to pay the Royalty Fee for any additional Billing Providers reported. In the event of a reduction in the quantity of the Billing Providers, End User agrees that there shall be no right to request a refund from MIE or the AMA or to apply a deduction to the Royalty payable to MIE.

**Payment and Reporting Schedule**

Royalties and reports as to number of Billing Providers are due according to the following payment schedule:[[2]](#footnote-1)

| **DISTRIBUTION ROYALTIES** |
| --- |
| **Reporting Period End Date** | **Due Date** |
| June 30 | July 31 of that year |
| December 31 | January 31 of the next year |

1. Choose MSA if for EH, SLA if for WebChart. [↑](#footnote-ref-0)
2. Note that the chart below is from Schedule A-1 of the draft AMA agreement. We need to finalize these dates and payment schedule with AMA and then figure out how they coincide with MIE’s payment schedule. [↑](#footnote-ref-1)