IMO® 2.0 ENHANCED TERMINOLOGY PLATFORM
SALES ORDER

The terms and conditions stated in this IMO® 2.0 Enhanced Terminology Platform Sales Order (the *"Sales Order"*), including the IMO® 2.0 Enhanced Terminology Platform Addendum Terms and Conditions attached hereto (the *"Terms"*), are part of the original IMO License Agreement executed by IMO and Client, effective as of the Original Effective Date set forth below, the terms of which are incorporated by reference herein (the *"Original Agreement"*). Capitalized terms not defined in this Sales Order and the Terms will have the meaning attributed to them in the Original Agreement.

Client Legal Name (the same name used for the Original Agreement):	County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center
Original Agreement Effective Date:	1/28/2014
Effective Date:	4/30/2017
Associated Electronic Medical Record (*"EMR"*) Vendor (*"Vendor"*):	Medical Information Technology, Inc.
Initial Term:	Two (2) year

PRICING

License Fee. Client will pay IMO an annual subscription fee (*"License Fee"*) of **$15,300** for access to the IMO Enhanced Terminology Platform, which includes the number of licenses as identified in Exhibit B for included software applications.

Implementation Fee. For each implementation of the IMO Enhanced Terminology Platform via IMO 2.0 Appliance (hardware) or IMO 2.0 Software Image (Virtual Machine),Client will pay IMO a onetime, non-refundable fee of **$5,000**. However if Client executes and returns this Agreement to IMO by May 1, 2017, IMO shall reduce the onetime setup fee for the IMO 2.0 Software Image (Virtual Machine), to **$2,500**.   If applicable, the IMO 2.0 Appliance will replace the IMO Appliance implemented in conjunction with Section 1(A)(3) of Schedule I of the Original Agreement.

IMO 2.0 Maintenance Fee. Client acknowledges that IMO will continue to charge a maintenance fee of **$1,000 per year** as detailed in the Original Agreement, and such fees shall cover up to twenty (20) hours each year of support and maintenance for each IMO 2.0 Appliance or, if Client elects, the IMO 2.0 Software Image.

Number of IMO 2.0 Appliances Requested: Insert number here

IMO Appliance Shipping Address:

Address: _____

_____

_____

Attention: _____

Number of IMO 2.0 Software Image (Virtual Machine) instances Requested: Insert number here

<u>Summary of Fees:</u> The language of this subsection is intended solely for summation of the fees as outlined above. For value of Service to be delivered, Client shall pay to IMO the following fees for the first year of the Sales Order:

2.0 VM Implementation Fee	$ 2,500
2.0 Appliance (Hardware) Fee	$
Original Agreement Prorated License Fee (2/5/18-4/30/18)	$7,360.00
2.0 License Fee(4/30/17-4/29/18)	$15,300
2.0 Maintenance Fee (4/30/17-4/29/18)	$0.00
Total First Year Fees	**$ $25,160.00**

Original Agreement License Fee (5/1/18-4/30/19)	$30,600
2.0 License Fee(5/1/18-4/30/19)Support and	$15,300
Maintenance Fee(5/1/18-4/30/19)	$1,000
Total Second Year Fees	**$46,900**

Is Client exempt from sales tax?	☐Yes. Please return your tax exempt certificate with the signed Sales Order. If the tax exempt certificate is not provided at the same time as the signed Sales Order, if applicable, taxes will be charged and due and owing. ☐No

<u>No Modification.</u> In no event will any terms and conditions contained or referenced in any purchase order prepared for this Sales Order amend, supersede, replace or otherwise modify this Sales Order, the Terms or the Original Agreement in any respect.
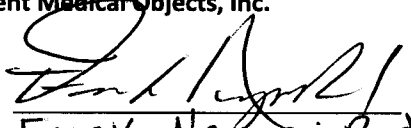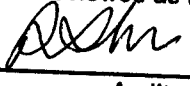
SIGNATURE PAGE FOLLOWS

SIGNATURES

In consideration of the foregoing, the mutual covenants contained herein and in the Terms, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties below enter into this Sales Order, effective as of the Effective Date set forth above, and agree to the Terms herein.

Executed on behalf of
County of Monterey, a political subdivision of the State of
California, on behalf of Natividad Medical Center

By: _____

Name: _____

Title: _____

Date: Click here to enter a date

Executed on behalf of
Intelligent Medical Objects, Inc.

By: _____
Name: Frank Naeymi-Rad
Title: CEO
Date: 3/31/17

Reviewed as to fiscal provisions
_____ 4/17/17
Auditor-Controller
County of Monterey

IMO® ENHANCED TERMINOLOGY PLATFORM ADDENDUM
TERMS AND CONDITIONS

These Terms and Conditions amend the terms under which Intelligent Medical Objects, Inc. ("*IMO*") agrees to grant Client access to and use of the IMO Content pursuant to the Original Agreement (as defined above in the Sales Order). By executing the Sales Order, Client accepts and agrees to be bound by these Terms. Capitalized terms not defined herein will have the meaning attributed to them in the Original Agreement. Client wishes to license the IMO® Enhanced Terminology Platform that includes an enhanced IMO 2.0 Software Image, access to the IMO Anywhere® application, and terminology management services for the IMO Content, which may include additional Migrations for Client's previously migrated dictionaries as well as ongoing access to IMO® MapIT Software for reconciliation of migrated files.

1.   Definitions. Whenever used in these Terms, the following terms shall have the meanings set forth below, and other capitalized terms have the meanings set forth herein.

   (a)   "*Front End Code*" means the user interface display and usability platform of the Software. This includes, but is not limited to, the layout, color scheme, and HTML pages.

   (b)   "*IMO 2.0 Appliance*" means the IMO® 2.0 Appliance described in Exhibit A attached hereto.

   (c)   "*IMO Enhanced Terminology Platform*" means the Software, IMO Content, and terminology services provided pursuant to these Terms.

   (d)   "*IMO 2.0 Software Image*" means the necessary software owned, developed or licensed by IMO for the delivery and access to the IMO Content that is loaded on either (i) IMO 2.0 Appliance; (ii) dedicated hardware owned or utilized by Client comparable to the minimum requirements listed in Exhibit A; or (iii) Client's dedicated virtual environment comparable to the minimum requirements listed in Exhibit A.

   (e)   "*Mapping*," "*mapped*," "*maps*," and "*map*" mean linking one classification, nomenclature, or reference terminology scheme to another.

   (f)   "*Migration*" means the process by which IMO maps Client's existing Vendor nomenclature dictionaries to the IMO Content.

   (g)   "*Software*" means only the software applications listed on Exhibit B attached hereto and provided herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation, and any updates to such Software that Client is entitled to receive.

2.   Term/Extension of Original Agreement. The Initial Term (as noted in the Sales Order) for the license hereunder will start on the Effective Date and upon its conclusion may be renewed by mutual agreement of the parties. The Original Agreement is hereby extended to April 30, 2018. IMO shall prorate the fees due pursuant to the Original Agreement to synchronize with payments due hereunder as set forth in the Sales Order. The prorated license fee under the Original Agreement (representing2/5/18 to 4/30/18) totals $7,360 for a revised total amount of $25,160.00.

3.   Payment and Billing.

   (a)   *Billing Schedule.* Payment of the initial License Fee and Implementation Fee is due thirty (30) days after the Effective Date, and subsequent annual payments of fees are due on each anniversary of the Effective Date during the Term hereof.

(b)   *Limited Users.* The License Fees referenced in the Sales Order allow for up to a specified number of named End-Users for each software application identified on Exhibit B attached hereto. Each of these End-Users shall be a *"**Licensed End-User**"* for purposes of these Terms. If Client requires more Licensed End-Users for the Software, then Client shall notify IMO and additional fees will apply.

(c)   *Change in Fees.* IMO reserves the right to adjust the annual License Fee on either: (i) each anniversary of the Effective Date of these Terms if Client's NPR volume changes by greater than 5%; or (ii) a change in the number of facilities that utilize the Software. Additionally, IMO has the option to increase the annual License Fee and IMO 2.0 Maintenance Fee once annually with ninety (90) days prior written notice to Client. IMO agrees that any increase in such fees shall not exceed five (5) percent or the CPI Medical Care Services Index, whichever is greater.

(d)   *Taxes.* Client shall pay all applicable taxes excluding taxes on IMO income, however designated, including sales and use taxes and state and local privilege or excise taxes arising out of this Addendum and the transaction contemplated hereby.

(e)   *Travel Expenses.* IMO shall not receive reimbursement for travel expenses unless set forth in this Sales Order; and then only in accordance with any applicable County policies.

4.   *Invoices.* Invoice amounts shall be billed directly to the ordering department. IMO shall submit such invoice on the Effective Date and prior to each anniversary thereof during the term of the Sales Order. The invoice shall set forth the amounts claimed by IMO for the upcoming period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice, either in the requested amount or in such other amount as Client approves in conformity with this Sales Order, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within the 30 days of Invoice due date.License Grant and Restrictions.

(a)   *License Grant.* Subject to these Terms, IMO hereby grants Client's Licensed End User(s), as identified for each Software Component listed on Exhibit B attached hereto, a non-exclusive, non-transferrable, non-sublicensable, limited right and license in the United States to install and establish online access to the Software during the Term solely for Client's internal purposes as described beside the applicable Software Component on Exhibit B attached hereto.

(b)   *Restrictions.* Notwithstanding the license grant in subsection (a) above, Client and Licensed End User(s) may not, nor permit any third party to:

(i)   alter, merge, modify, copy, distribute, reproduce, adapt or translate the Software;

(ii)   decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form;

(iii)   rent, lease, or sublicense the Software;

(iv)   incorporate the Software, in whole or part, in to any system or work.

(v)   allow or enable access to the Software by any person other than Licensed End Users; notwithstanding the foregoing, Client shall not provide access to the Software to any employee or agent of Health Language, a division of Wolters Kluwer Health.

(vi)   use any Front End Code to its advantage, the advantage of Client partner companies, or potential partner companies outside of the intended use for which IMO provided Client access to the Software;

(vii) use the Software, in whole or in part, or services provided for any purpose of a competitive nature to the Software or IMO Content; or

(viii) use the Software, in whole or part, for research or commercial purposes or enable others to use the Software, in whole or part, for research or commercial purposes.

(c) *Responsibilities.*

(i) Client shall only use the Software on computers (1) Client owns or leases; and (2) that have secure access to Client's internet/intranet network.

(ii) Client shall identify an individual that will be responsible to facilitate access to the Software by Licensed End-Users ("**Admin User**"). The Admin User shall ensure that each Licensed End-User has a unique username and password (collectively "**Log-In Credentials**"). Licensed End-Users shall not share Log-In Credentials with any person other than the Admin User. Any sharing of Log-In Credentials shall be considered a material breach of this Addendum.

(iii) Client shall: (1) maintain accurate and up-to-date records of the individual Licensed End-Users using the Software including, but not limited to the name and the total number of End-Users; (2) supervise and control the use of the Software by Licensed End-Users in accordance with the terms and conditions of this Addendum; and (3) provide copies of such records to IMO upon request.

(iv) Client shall establish the appropriate firewalls and security systems, including antivirus software, so the Software is accessed only by defined End-Users and is not used in an unauthorized manner.

5. Terminology Services.

(a) *Obligations of the Parties.*

(i) *Export.* Client shall provide IMO with an export file containing dictionaries previously mapped by IMO and any additional terms introduced to such dictionaries by Client in the time since the initial Migration ("**Post-Reconciliation File**").

(ii) *Migration.* IMO shall perform a Migration on the Post-Reconciliation File. For the purposes of these Terms, the results of each Migration shall be considered a "**Mapped File**."

(iii) *IMO® MapIT.* Upon the completion of the Migration, IMO shall load the Mapped File into IMO® MapIT software for Client's Licensed End-Users' review and reconciliation.

(b) *Mapped File.* Each Mapped File shall be considered a derivative work of the IMO Content and shall be owned by IMO with all rights assigned by Client to IMO. Client's use of the Mapped File(s) shall be governed by the terms and conditions of the Original Agreement.

(c) *Additional Dictionaries.* Additional fees will apply if Client provides IMO with dictionaries not previously included in a Migration performed by IMO.

(d) *Client Responsibilities.* Client is responsible for: (i) providing the necessary Post-Reconciliation File to IMO for the terminology services and (ii) loading the Mapped File into the Vendor EMR software.

(e)   *Frequency.* Client may request that IMO complete the Terminology Services as outlined in this Section a maximum of once every ninety (90) days throughout the duration of these Terms.

6.   IMO 2.0 Software Image. Upon execution of the Sales Order, Client shall replace the IMO Appliance or IMO Software Image implemented pursuant to the Original Agreement with the IMO 2.0 Appliance or IMO 2.0 Software Image, as applicable. Once implemented, all access to the Service by Client will be via (a) the IMO 2.0 Appliance, or (b) the dedicated hardware or dedicated virtual environment comparable to the minimum requirements listed in Exhibit A. IMO's cloud based hosted environment will be setup for failover purposes.

7.   The first paragraph of Section 11 of the Original Agreement is stricken and replaced as follows: I Except for IMO Disabling Devices (defined hereunder), IMO represents that it has not included in the Software any disabling devices such as devices that result in the electronic recapture of programming, undocumented functions, passwords, keys, security devices or trap doors, and any computer viruses. If any computer instruction (including, but not limited to, computer instructions commonly referred to as trojan horses, anomalies, worms, self-destruct mechanisms, or time/logic bombs) is, or is believed to be, embedded in the Software by IMO or at IMO's direction, IMO agrees to promptly inform Client, cooperate with Client, and both Parties will use their commercially reasonable efforts, at their own expense, to remove the instructions and mitigate against its effects. *"IMO Disabling Device(s)"* means any software, hardware or other technology, device or means (including any back door, time bomb, time out, drop dead device, software routine or other disabling device) used by IMO or its designee to disable Client's or any End-User's access to or use of the Software automatically with the passage of time or under the positive control of IMO. CLIENT'S RIGHTS UNDER THIS SECTION CONSTITUTE ITS SOLE AND EXCLUSIVE REMEDY AND IMO'S SOLE AND EXCLUSIVE OBLIGATIONS WITH RESPECT TO ANY BREACH OF THIS WARRANTY.

8.   DISCLAIMER OF WARRANTIES. CLIENT ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IMO MAKES NO OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR NATURE OF THE DATA PROVIDED BY THE SOFTWARE, THE MERCHANTABILITY AND FITNESS OF THE SOFTWARE FOR CLIENT'S PARTICULAR PURPOSE, OR THE COMPATIBILITY OF THE SOFTWARE WITH CLIENT'S HARDWARE AND SYSTEMS.

CLIENT ACKNOWLEDGES THAT IMO IS NOT AFFILIATED WITH THE CENTERS FOR MEDICARE AND MEDICAID SERVICES AND THAT WHILE THE IMO® CQM DASHBOARD IS A TOOL TO ASSIST CLIENT IN ANALYZING CQM DATA, CLIENT SHALL NOT RELY ON THE INFORMATION PROVIDED BY THE IMO® CQM DASHBOARD. CLIENT SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION PROVIDED BY THE IMO® CQM DASHBOARD. IMO DOES NOT GUARANTEE ANY PARTICULAR OUTCOME RESULTING FROM CLIENT'S USE OF THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, CLIENT'S PARTICIPATION IN MEDICARE AND MEDICAID ELECTRONIC HEALTH RECORD INCENTIVE PROGRAMS.

9.   Confidentiality. For the purposes of these Terms, the Software, IMO documentation, and Log-In Credentials to access the Software shall be considered Confidential Information of IMO. Client and its Licensed End-Users are prohibited from sharing or exchanging Log-In Credentials with anyone including non-Licensed End-Users.

10.   Derivative Works. Any alterations, modifications, or edits to the IMO Content or Mapped File(s) as a result of the use of the Software by Client shall be a derivative work of the IMO Content and IMO shall own with all rights assigned by Client to IMO.

11.   Protected Health Information: Collection of Information.

(a) *Protected Health Information.* IMO and Client agree that in connection with Client's use of the Service and Software, Client shall not transmit and IMO shall not request from Client any information considered Protected Health Information (*"PHI"*) as defined by 45 CFR §160.103 of the Health Insurance Portability and Accountability Act of 1996 (*"HIPAA"*). If at any time Client's use of the Service requires Client to transmit PHI to IMO, the parties shall enter into a Business Associate Agreement as required by applicable law.

(b) *Collection and Use of Information.* IMO may, directly or indirectly through the services of others, collect and store information regarding use of the Service and/or Software and about equipment through which the Service and/or Software is accessed and used, by means of providing maintenance and support services and security measures included in the Service and/or Software. All information IMO collects through or in connection with the Service and/or Software is subject to the IMO Privacy Policy located here: https://www.e-imo.com/privacy-policy (the *"Privacy Policy"*). Client agrees that IMO may use such information for any purpose in compliance with its Privacy Policy, including but not limited to: (i) improving the performance of the Service or developing updates; (ii) verifying compliance with these Terms and (iii) enforcing IMO's rights, including all intellectual property rights in and to the Service and Software. Client acknowledges, consents and agrees that IMO will collect and utilize Data (defined hereunder) in connection with Client's use of the Service and/or Software. Additionally, IMO and third parties acting under the direction of IMO pursuant to confidentiality arrangements will have the right to use the Data to train, tune, enhance, develop and improve components of the Service and/or Software and other services and products, including the commercialization thereof. IMO may disclose non-personal information, in aggregate form, to third parties, including developing information, statistics, compilations, summaries, surveys, abstracts, analytics or combinations with or matches against other data, for use by such third parties, whether or not for financial gain. To the extent any Data is compiled or used by IMO in or with any such software, products or services, all intellectual property rights in such software, products and services shall be owned by IMO. *"Data"* means the text data input, all data elements output (xml or other format), and associated transcripts, reports and log files provided by Client under these Terms or generated in connection with the Service and/or Software.

12. <u>Export Restrictions</u>. Client and/or any End User may not export or re-export the Software, any part or deliverable thereof, or any process or service that is the direct product of the Software (the foregoing collectively referred to as the *"Restricted Components"*), to any country, person, entity, or end user subject to U.S. export restrictions. Client specifically agrees not to export or re-export any of the Restricted Components (a) to any country to which the U.S. has embargoed or restricted the export of goods or services or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (b) to any person who Client knows or has reason to know will utilize the Restricted Components in the design, development, or production of nuclear, chemical, or biological weapons; or (c) to any person who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. Government. Client represents and warrants that no governmental authority has suspended, revoked, or denied Client's export privileges.

13. <u>Restricted Rights</u>. The Software, IMO Content, and their related documentation are commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were 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.

14. General. Except as provided in these Terms, all terms of the Original Agreement, including, but not limited to Sections 8, 9, and 10(B) shall apply with equal force and effect to the services and products provided pursuant to these Terms and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Original Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Original Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like and each reference to the Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Original Agreement, will mean and be a reference to the Original Agreement as amended by these Terms.

EXHIBIT A

MINIMUM REQUIREMENTS

(1) **IMO 2.0 Software Image VM Minimum Recommendations:**

Minimum Specifications

- 12 vCore – 2.20 GHz
- 16 GB RAM
- 250 GB disk space (100 GB min)
- VMware 5.1

Note: The above recommendations may change depending on Client's environment and the number of IMO® products that Client licenses. IMO recommends only creating a fresh VM for 2.0 Installation. If a VM is being copied from a previous installation, specifications and networking settings should be carefully reviewed to ensure optimal operation.

Operating System (either):

- Windows 2008 R2 x64 Standard
- Windows 2012 R2 x64

Other:

- Microsoft Message Queuing (MSMQ) service
- Internet Information Services 7 (IIS-7)
- Microsoft Visual Studio C++ 2010 Redistribution (x64)
- Windows Firewall Configuration
- Internet/Intranet access
- Microsoft .NET Framework Version 4.5 (Welcome Site Content and Appliance Manager admin tools)

Remote support: Typical remote support can take place utilizing standard web-based desktop sharing tools over port 80. If port 80 is unavailable, then Client shall provide IMO with a secure way to resolve the issue. Please note that IMO's ability to promptly respond and fix any support issue will vary depending on the manner in which Client enables IMO to connect to the IMO Software Image loaded into Client's environment.

(2) **IMO 2.0 Appliance HW Specifications:**

- PowerEdge R630 XL (1U) chassis
- 16GB Dual Rank 2133Mhz DDR4 Memory
- Intel Xeon E5-2620 V3 2.40Ghz, 15M Cache, Turbo, Six-core processor
- (3) 2.5in 250GB 7.2K RPM SATA, 6Gbps, Hot-Swap Drives (Raid 1 + Hot-Spare)
- 250GB Disk Space
- PERC H330 Mini RAID controller
- Embedded Windows 2008 R2 x64 Standard
- IMO Image

Note: Load balancer is not required by default. It is recommended if you have more than 500 concurrent connections.

See *IMO 2.0 Network Architecture Guide* for additional details.

(3) **For Both VM and HW Configurations:**

Internet connectivity: Internet connectivity is required for updates and support. Internet access also allows Administrative Warning emails to be sent, if configured. Specific ports will need to be authorized on the Client firewall as specified in the IMO Installation and Setup guide. IMO reserves the right to change the required ports as needed and will provide Client with updated documentation as it is released.

EXHIBIT B

DESCRIPTION OF SOFTWARE

SOFTWARE COMPONENT	DESCRIPTION	PURPOSE	NUMBER OF LICENSED END-USERS
IMO® ENHANCED TERMINOLOGY PLATFORM	The IMO Enhanced Terminology Platform ("*Platform*") is a software system that provides terminology search, match, and tagging services for access by other software systems such as EMR and natural language processing ("*NLP*") systems (licensed separately). The Platform provides these services through computer-to-computer interfaces (APIs) and user interfaces which can be used directly by a user or indirectly by being called by other systems. For features to operate and be updated as content changes are released, the Platform must be connected to a network with access path to the Internet so that supporting systems at IMO can be contacted for update information and licensing. The Platform has intrinsic features to help manage automatic software and dictionary updating, licensing, set up, validation, and troubleshooting utilities. For some of these features to operate, the Enhanced Terminology Platform must be connected to a network with access to the Internet so that supporting systems at IMO can be contacted for update information and licensing. Search, match, and tagging services can be configured, tuned, and customized with built-in control panel configuration applications. The Platform contains documentation written for software developers to assist in creating new interfaces and uses for the Enhanced Terminology Platform. The Platform is extensible so that new services can be added to the system as new functionality is developed. The Platform can be provided either on the IMO 2.0 Appliance available from IMO or installed onto a site Virtual Machine ("*VM*") according to site requirements. If installed on a site VM, the VM must meet minimum technical specifications to support the computing requirements of the Enhanced Terminology Platform as further described in Exhibit A.	Providing terminology search, match and tagging services for access solely in conjunction with the Vendor EMR for internal, non-commercial use only.	N/A
IMO® MAP IT	IMO MapIT is a web-based tool used to review, validate, and reconcile mapping recommendations for a migration of health information system data to the relevant IMO Interface Terminology product. Using the IMO MapIT software, users can ensure that the mappings completed by IMO are appropriate for their organization's needs and complete mappings for those distinct terms not mapped to IMO Problem tIT1® Terminology.	Reconciling, maintaining, analyzing and providing additional mappings for the Mapped File, if applicable, provided to Client pursuant to these Terms.	5

SOFTWARE COMPONENT	DESCRIPTION	PURPOSE	NUMBER OF LICENSED END-USERS
IMO ANYWHERE® APPLICATION	The IMO Anywhere application is a web-based user interface which leverages IMO Terminologies, supporting a non-integrated search experience with mappings to coding systems like ICD-10-CM and SNOMED®. If selected by an organization (for an additional fee), the IMO Anywhere application may also access the IMO Procedure IT® terminology with mappings to coding systems like CPT® and HCPCS. The IMO Anywhere application enables a healthcare organization's providers, coders, billers, and support staff to easily identify diagnosis, problems, and symptoms in an easy to use, stand-alone search interface. The IMO Anywhere application provides a quick reference pop-up screen which hosts all mappings to the selected term. The IMO Anywhere application references IMO's Problem IT®Terminology content stream which is updated multiple times a year	Searching the IMO Content within the Software for internal purposes solely in conjunction with the clinical treatment of patients.	25
IMO® CQM DASHBOARD	The IMO CQM Dashboard is a web-based dashboard that provides a user with a snapshot of term coverage for clinical quality measures ("*CQM*") as defined by the Centers for Medicare and Medicaid Services ("*CMS*"). Users are able to determine whether they are on track to accurately determine patient populations and satisfy quality reporting requirements as well as review whether the related value sets are represented in their dictionaries.	Identifying CQM coverage within Client's dictionaries solely for internal, non-commercial use.	2