Cotiviti, Inc. End User License Agreement

This End User License Agreement ("EULA") accompanies the Edifecs software and related user documentation and other explanatory written, on-line or otherwise, materials ("Documentation"). This EULA is a legal agreement between you and Cotiviti, Inc., on behalf of itself and its affiliates (collectively "Cotiviti"), which states the terms and conditions under which you may Use (as defined below) the Software. "Software" means the object code of Cotiviti's computer programs (including any third-party products licensed by Cotiviti and embedded in or integrated with Cotiviti's computer programs), and any upgrades, modified versions, improvements, enhancements and updates to thereto, as provided by Cotiviti to you hereunder. Access to the Software may be available to you in connection with a license to the Software granted by Cotiviti to your employer, the company with which you are working (if not your employer), or a company with which you or your employer has a trading partner relationship (collectively, the "Licensee"), and not for your personal use (such license referred to as the "License Agreement").

You hereby acknowledge and agree to the following:

1. Fees. Except as may otherwise be provided for in a License Agreement, Cotiviti is entitled to invoice Licensee for the applicable license fees at any time following acceptance of the applicable Cotiviti purchase quote for the licensed Software.   Licensee will pay all properly payable invoices within thirty (30) days following the date of invoice. Cotiviti has no obligation to provide the license keys to the Software until Licensee has paid the applicable license fees. All payments must be made in U.S. dollars only and are non-refundable. Cotiviti may impose a finance charge of the lesser of one- and one-half percent (1.5%) per month (i.e., eighteen percent (18%) annually), or the maximum rate permitted by applicable law, on amounts unpaid by Customer when due.

2. Proprietary Rights. The Software is licensed, not sold, by Cotiviti. Cotiviti retains all right, title and interest (including rights of copyright, trademark, trade secret, patent, and all other intellectual property), in the Software and the Documentation, and any copies thereof. The Software and Documentation are owned by Cotiviti and its suppliers (which may include but are not limited to, Oracle and the American Medical Association ("AMA"), and the Software's structure, organization and code are valuable trade secrets of Cotiviti and its suppliers. The Software is also protected by U.S. copyright law and international treaty provisions, and other laws as may be applicable. Except as otherwise expressly specified in this EULA, this EULA does not grant you any intellectual property rights in the Software, and you agree to take all steps necessary to protect Cotiviti's proprietary rights in the Software, including the proper display of copyright, trademark, trade secret and other proprietary notices on any copies of the Software. At Cotiviti's request, you will obtain the execution of any instrument necessary to assign these rights to Cotiviti or perfect these rights in Cotiviti's name. You will not remove, obscure or alter any notice of copyright, patent, trade secret, trademark or other proprietary right or disclaimer in the Software or Documentation. You also agree, at your own cost and expense, to protect and defend Cotiviti's ownership of the Software against all claims, liens and legal processes of your creditors and will keep the Software free and clear of all such claims, liens and processes. The non-exclusive Use rights set forth in this EULA are the entirety of your rights in connection with the Software and Documentation. Accordingly, all rights not expressly granted by Cotiviti in this EULA are reserved by Cotiviti.

3. Use of Aggregate Data. Cotiviti may use aggregated data derived from the Software, including Licensee Data, meaning electronic data Licensee submits to Cotiviti through the Software ("Licensee Data"), as necessary for: (i) fulfilling Cotiviti obligations under this Agreement; and (ii) Cotiviti's business purposes, including without limitation, statistical analysis, benchmarking, developing and improving the Software, and creating and distributing reports and other materials

4. Restrictions. EXCEPT AS OTHERWISE EXPRESSLY AUTHORIZED UNDER THIS EULA, YOU WILL NOT, AND WILL NOT LET ANY UNAUTHORIZED PARTY: (A) ACCESS, USE, SELL,

LEASE, RESELL, DISTRIBUTE, DISTRIBUTE VIA THE INTERNET OR OTHER PUBLIC COMPUTER BASED INFORMATION SYSTEM, PUBLISH, LICENSE, SUBLICENSE, BROADCAST, MAKE AVAILABLE, OR OTHERWISE COMMERCIALLY EXPLOIT THE SOFTWARE, OR ANY RIGHTS UNDER THIS EULA, INCLUDING WITHOUT LIMITATION ANY ACCESS OR USE OF THE SOFTWARE ON A SERVICE BUREAU BASIS (SUCH AS TO ANY THIRD PARTIES ON A RENTAL OR SHARING BASIS); (B) DISCLOSE, DISTRIBUTE, OR MAKE ANY COPIES OF THE SOFTWARE OR SOFTWARE DOCUMENTATION; (C) CREATE DERIVATIVE WORKS, ADAPT, MODIFY, TRANSLATE, TRANSFER, REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, OR ATTEMPT TO DECODE OR DISCOVER ANY SOURCE CODE OR UNDERLYING IDEAS OR ALGORITHMS OF ANY SOFTWARE OR PART THEREOF, INCLUDING BUT NOT LIMITED TO SUB-ROUTINES, FUNCTIONS, LIBRARIES OR OTHER BINARY CODE SEGMENTS OF THE SOFTWARE (EXCEPT TO THE EXTENT THAT APPLICABLE LAWS PROHIBIT CERTAIN REVERSE ENGINEERING RESTRICTIONS); (D) MERGE THE SOFTWARE INTO ANY OTHER SOFTWARE; (E) DISABLE ANY LICENSING OR CONTROL FEATURES IN THE SOFTWARE; (F) SHIP, EXTRACT, OR EXPORT THE STANDARDS CONTENT, CODE-SETS, OR ANY OTHER TABLE, CONTENT, OR DATABASES FROM THE SOFTWARE (SUCH AS CREATING A STANDARDS LIBRARY FOR USE OR DISTRIBUTION BY OR TO CUSTOMERS IS PROHIBITED); (G) SEPARATE OUT ANY COMPONENT PARTS WITHIN THE SOFTWARE FOR SEPARATE USE, WHETHER FOR USE ON MORE THAN ONE COMPUTER, BY MORE THAN ONE USER AT ANY TIME, OR OTHERWISE; (H) PUBLISH ANY RESULTS OF BENCHMARK TESTS RUN ON THE SOFTWARE; OR (J) USE THE SOFTWARE IN A MANNER INCONSISTENT WITH THE SOFTWARE'S INTENDED USE. IF THE SOFTWARE PURCHASED IS SPECBUILDER, PER DATA INTERCHANGE STANDARDS ASSOCIATION'S COPYRIGHT, GUIDES CREATED THROUGH SPECBUILDER ARE FOR INTERNAL USE ONLY AND CANNOT BE SHARED WITH TRADING PARTNERS OR THIRD PARTIES. ONLY SPECBUILDER GUIDES CREATED THROUGH SPECBUILDER RELEASE 8.0 CAN BE PUBLISHED EXTERNALLY. THE SOFTWARE OR WORK PRODUCT MAY INCORPORATE MATERIAL, INTELLECTUAL PROPERTY, OR SOFTWARE THAT COTIVITI LICENSES FROM THIRD PARTIES. YOUR RIGHT TO USE SOFTWARE OR WORK PRODUCT MAY BE SUBJECT TO THE RIGHTS OF, AND LIMITED BY AGREEMENTS WITH, SUCH THIRD PARTIES.

5. **Warranty and Disclaimer.** COTIVITI AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU REGARDING THE SOFTWARE. TO THE FULLEST EXTENT PERMITTED BY LAW, COTIVITI AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, OBLIGATIONS AND LIABILITIES (WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE) WITH RESPECT TO ANY BUG, ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE SOFTWARE, INCLUDING WITHOUT LIMITATION: (A) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, (C) CLAIMS OF INFRINGEMENT; OR (D) STATUTORY REMEDIES. COTIVITI DOES NOT WARRANT THAT: (I) THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS; (II) THE SOFTWARE IS FREE FROM ALL BUGS, ERRORS, OR OMISSIONS; OR (III) OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE ABOVE WARRANTY AND DISCLAIMER EXTENDS TO THE AMA'S EDITORIAL CONTENT AND ANY ORACLE SOFTWARE PROGRAMS OR COMPONENTS ("ORACLE PRODUCTS"), WHICH, IF INCLUDED IN THE SOFTWARE, ARE PROVIDED AS-IS WITHIN THE SOFTWARE. IF EDITORIAL CONTENT IS INCLUDED IN THE SOFTWARE, UPDATED EDITORIAL CONTENT IS DEPENDENT ON THE CONTRACTUAL RELATIONSHIP BETWEEN COTIVITI AND THE AMA.

6. **Limitation of Liability.** COTIVITI WILL NOT BE IN DEFAULT, AND IS NOT LIABLE, FOR ANY FAILURE IN PERFORMANCE OR LOSS OR DAMAGE UNDER THIS EULA DUE TO ANY CAUSE BEYOND COTIVITI'S CONTROL. IN NO EVENT WILL COTIVITI OR ITS SUPPLIERS (WHICH MAY INCLUDE BUT ARE NOT LIMITED TO, ORACLE AND THE AMA,) BE LIABLE TO YOU FOR ANY

CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES (WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS). THIS EXCLUSION OF DAMAGES APPLIES EVEN IF COTIVITI HAS BEEN ADVISED, OR IS OTHERWISE AWARE, OF THE POSSIBILITY OF SUCH DAMAGES, AND HOWEVER THE DAMAGES HAVE ARISEN (WHETHER OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS EULA OR THE SOFTWARE, OR ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR EXPRESS OR IMPLIED WARRANTY UNDER THIS EULA OR ANY THEORY OF LAW SUCH AS MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT). TO THE FULLEST EXTENT PERMITTED BY LAW, COTIVITI'S ENTIRE LIABILITY ARISING OUT OF THIS EULA WILL IN NO EVENT EXCEED THE FEES PAID TO COTIVITI FOR USE OF THE SOFTWARE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING YOUR FIRST ASSERTION OF ANY CLAIM AGAINST COTIVITI, WHETHER OR NOT THE ACTION OR CLAIM IS BASED IN CONTRACT, MISREPRESENTATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY. IF THE SOFTWARE INCLUDES ANY ORACLE PRODUCTS, ORACLE'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (US$1,000.00). IF THE SOFTWARE CONTAINS EDITORIAL CONTENT FROM THE AMA, THE AMA'S SOLE RESPONSIBILITY IS TO MAKE AVAILABLE REPLACEMENT COPIES OF EDITORIAL CONTENT TO COTIVITI IF THE DATA IS NOT INTACT, AND AMA DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES FOR USE, MISUSE OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN EDITORIAL CONTENT.

7. Your Warranties. You warrant that you have authorization to act on behalf of the Licensee. You warrant that all individuals having access to the Software through you will observe and perform all the terms and conditions of this EULA. You agree to, at your own expense, promptly enforce the restrictions in this EULA against any person who gains access to the Software through you who violates said restrictions by instituting and diligently pursuing legal and equitable action against them, seeking first a temporary restraining order, then a preliminary injunction and finally a permanent injunction and any and all damages due under the law. You agree to immediately notify Cotiviti in writing of any misuse, misappropriation or unauthorized disclosure, display or copying of the Software that may come to your attention. At reasonable times, Cotiviti may inspect your premises and equipment to verify that all of the terms and conditions of this EULA are being observed. This EULA will inure to the benefit of Cotiviti, Inc. and its successors, administrators, heirs and assigns.

8. Export Restrictions. The Software, including related technical data and information, is subject to U.S. export control laws, including without limitation the U.S. Export Administration Act and its associated regulations (all such laws and regulations, collectively, "Export Laws"). You agree to comply strictly with Export Laws, and you acknowledge that you have the responsibility to obtain licenses to export, re-export, or import the Software and related technical data and information. The Software may not be (i) downloaded, or otherwise exported, re-exported, diverted, or transferred, directly or indirectly, in violation of Export Laws; or (ii) used for any purposes prohibited by Export Laws, including without limitation, nuclear, chemical, or biological weapons proliferation. If you have rightfully obtained the Software outside of the United States, you agree not to re-export such Software, or any related technical data or information, except as permitted by Export Laws and the laws and regulations of the jurisdiction in which you obtained the Software.

9. Confidentiality and Security. This EULA, the Software and Documentation are the confidential and proprietary information of Cotiviti and are "Confidential Information" of Cotiviti under the License Agreement (if applicable). You will not use, or disclose to any third parties, this EULA, the Software or Documentation other than as permitted under this EULA or under an applicable License Agreement. You agree that a breach of this section may cause irreparable damage to Cotiviti, which money cannot satisfactorily remedy, and therefore, you agree that in addition to any other remedies available at law or under this EULA, Cotiviti will be entitled to seek injunctive relief for any threatened or actual disclosure of this EULA, the Software or the Documentation.

Cotiviti will also have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Software or Documentation.

10. Injunctive Relief; Legal Proceedings. Because of the unique nature of the Software, Cotiviti will suffer irreparable injury in the event you fail to comply with the terms of this EULA and monetary damages are inadequate to compensate Cotiviti for such breach. Accordingly, you agree that Cotiviti is, in addition to any other remedies available at law or in equity, entitled to injunctive relief without posting a bond to enforce the terms of this EULA. This EULA is governed by the laws of the State of Washington without regard to conflicts of laws principles. The parties submit to the exclusive jurisdiction of and venue of the state and federal courts in King County, Washington. The parties agree that this EULA, and the transactions contemplated by this EULA, are not governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction. English is the governing language of this EULA. In the event of any legal proceeding under this EULA, the substantially prevailing party is entitled to recover (in addition to all other relief arising out of this EULA), its reasonable attorneys, accountant and other expert fees and expenses.

11. U.S. Government Restricted Rights. If you are a United States Government entity, you acknowledge that the Software is "a commercial item" and "commercial computer software," and the Documentation is "commercial computer software documentation," all as defined in FAR section 2.101, and DFAR sections 252.227-7014(a) (1) and (5) respectively. Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government is governed solely by the terms of this EULA. The contractor/manufacturer is: Cotiviti, Inc., 10701 S. River Front Parkway, Unit 200, South Jordan, UT 84095.

This product 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, AMA Plaza, 330 N. Wabash Ave., Suite 39300, Chicago, IL 60611-5885. 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.

If this Software includes any Oracle product which is delivered subject to the DOD FAR Supplement, then such Oracle product is 'commercial computer software' and use, duplication, and disclosure of the program, including documentation, shall be subject to the licensing restrictions set forth in the applicable Oracle license agreement. Otherwise, programs delivered subject to the Federal Acquisition Regulations are 'restricted computer software' and use, duplication, and disclosure of the programs, including documentation, shall be subject to the restrictions in FAR 52.227-19, Commercial Computer Software-Restricted Rights (June 1987). Oracle Corporation, 500 Oracle Parkway, Redwood City, CA 94065.

12. Term/Termination. If the Software is available to you under a License Agreement, the term of this EULA is co-terminus with the term of the Software license granted to Licensee under the License Agreement. When the term of the Software license under the License Agreement terminates or expires, this EULA terminates. Cotiviti is not obligated to provide you any notice of such termination. In addition, your rights under this EULA terminate immediately if you breach or are in default of any representation, warranty, agreement, or obligation contained or referred to in this EULA, effective upon the breach. If there is no License Agreement, the term of this EULA begins on the date that Licensee accepted Cotiviti's purchase quote for the Software and continues thereafter for an initial term of one (1) year. Following such initial term, this EULA shall automatically renew for successive one (1) year terms, unless, at least sixty (60) days prior to the renewal term for which you elect not to renew, Licensee provides

Cotiviti with written notice of non-renewal to: Cotiviti, Inc., 1756 114th Ave SE, Bellevue, WA 98004, Attention: Legal Department. Cotiviti has no obligation to provide the license keys to the Software for such renewal term unless Licensee has paid the applicable license fees. All terms and conditions of this EULA shall remain in effect during any renewal term, except that Cotiviti may increase the applicable license fees for a renewal term by providing at least sixty (60) days written notice prior to the effective date of renewal. Upon termination, you will immediately cease use and dispose of the Software, either by returning to Cotiviti or by destroying the same and certifying such destruction in writing. Termination is not an exclusive remedy and all other remedies will be available to Cotiviti, whether or not termination occurs. All terms and conditions of this EULA shall remain in effect during any renewal term.

13. **Miscellaneous.** This EULA constitutes the entire understanding between Cotiviti and you on this subject, and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between Cotiviti and you; provided that this EULA does not supersede any applicable License Agreement. This EULA and the licenses granted may not be assigned without Cotiviti's prior written consent, and any attempt to do so will be void. Any notice, report, approval or consent required or permitted hereunder must be in writing. No waiver of any breach of this EULA will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. If a court holds any provision of this EULA to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend this EULA to give effect to the stricken clause to the maximum extent possible. This EULA may not be modified or amended except by a written instrument executed by both parties. In the event of any conflict between this EULA and any other representation related to the subject matter of this EULA made by Cotiviti, this EULA will control. In the event of any conflict between this EULA and the terms of any applicable License Agreement, the License Agreement will control. You will ensure that your use of the Software is in compliance with the terms of this EULA. Upon advance notice to you, Cotiviti may perform an audit on your use of the Software or assign our right to audit your use of the program to Oracle, if the Software contains any Oracle products.

14. **License.** Subject to the terms of this EULA and for valuable consideration, Cotiviti hereby grants you a non-exclusive, non-sublicensable, non-transferable, non-assignable right to Use the Software for the license term specified in Section 10 above, provided that you are authorized by the Licensee to access the Software, solely for Licensee's internal business purposes in the United States, as follows:

A. If the licensed Software is Edifecs Ramp Management™ and/or Transaction Management™:

- You may Use the Software on Licensee's servers in the case of a license for an "installed configuration". You may access the Cotiviti-hosted version of Software in the case of a "hosted configuration". You may not install the Software on any servers. All User licenses are granted on a named user basis, which means that only you have the right to access the Software, and you do not have the right to permit others to use the Software.

B. If the licensed Software is Edifecs SpecBuilder™:

- You may Use one copy of the Software for Licensee's business purposes only. SpecBuilder is licensed on a named User basis, which means that only you have the right to use the Software and you do not have the right to permit others to use the Software.

C. If the licensed Software is Edifecs XEngine Server™ and/or Edifecs Application Manager (EAM), you may access the Software on Licensee' network server to avail yourself of the Software's functions for the Licensee's business purposes. You will ensure that anyone with authorized access to the Software will comply with the provisions of this EULA.

D. If the licensed Software includes the Edifecs Standards Database, you may use one copy of the Cotiviti Standards Database with the licensed Software.

For purposes of this EULA, "**Use**" means storing, loading, installing, executing or displaying the Software on your workstation computers (i.e. not on a network server).

15. **Notices.**

A. CPT is copyrighted by the AMA and is a registered trademark of the AMA and subject to terms as more fully described in Exhibit A, attached and incorporated herein by reference.

B. Oracle shall not provide technical support, phone support, or updates to End Users for any Oracle products included in the Software. If Oracle software is included in the Software, Oracle is a third-party beneficiary of this EULA.

C. The application of the Uniform Computer Information Transactions Act is excluded from this EULA.

EXHIBIT A
ADDITIONAL THIRD-PARTY LICENSE TERMS

1. **Third Parties**. Any third-party software or content included in the software (such as code sets and standards including but not limited to content from the American Medical Association) is governed by this EULA and the following license terms, as applicable. Any third-party licensor of that material will be a direct and intended third-party beneficiary of this EULA. These terms may be updated by Cotiviti providing notice of the new terms to Customer.

2. If the Software includes CPT content ("CPT Editorial Content") licensed from the American Medical Association ("AMA"), then the following additional terms apply:

   a. CPT Editorial Content is copyrighted by the American Medical Association and CPT is a registered trademark of the AMA.

   b. Cotiviti, as a party to a license agreement with the AMA, is authorized to grant Customer a limited, non-exclusive, non-transferable, non-sublicensable license for Customer to use CPT Editorial Content in the Software, for the sole purpose of internal use by Customer within the United States. Upon termination or expiration of the agreement between Cotiviti and AMA, Cotiviti shall notify Customer. Customer shall continue to have the right to use CPT Editorial Content in the Software for the remainder of the year of the then-current annual release (e.g., through the end of the applicable calendar year) ("Customer Tail Period"). Customer's continued use of the CPT Editorial Content during the Customer Tail Period is subject to Customer's continued compliance with all its obligations under this EULA. Upon the expiration of the Customer Tail Period, the sublicense granted under these terms shall automatically terminate.

   c. The provision of updated CPT Editorial Content in the Software is dependent on a continuing contractual relationship between Cotiviti and the AMA under substantially the same terms.

   d. Customer is prohibited from making CPT Editorial Content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making the Software available to any unauthorized party, or a copy or portion of CPT Editorial 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.

   e. Customer expressly acknowledges and agrees to the extent permitted by applicable law, use of the CPT Editorial Content is at Customer's sole risk and the CPT Editorial 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 CPT Editorial Content does not replace the AMA's Current Procedural Terminology book or other appropriate coding authority. The coding information contained in the CPT Editorial Content should be used only as a guide.

   f. Customer consents to the release of any information provided by Customer under this EULA to the AMA. Customer further agrees to provide, without delay, additional information that the AMA (as a third-party beneficiary) may reasonably request, to verify the information including any information required under the audit provision of the EULA, the address of Customer and names of any parent organizations. Nothing herein shall require Customer to submit or release information that would cause Customer to be in violation of applicable federal or state privacy laws.

   g. U.S. Government Customers. 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).

   h. Customer must ensure that anyone with authorized access to the Software will comply with the provisions of this EULA.

   i. Customer expressly consents to the release of its name to the AMA.

3. If the Software includes the Official UB-04 Data Specifications Manual and UB-04 code lists licensed from Health Forum, LLC, a wholly-owned subsidiary of the American Hospital Association ("AHA"), then the following additional term applies:

a. Customer agrees not to contest or challenge (except in the case of a party rightfully claiming ownership) Health Forum's and its Affiliates' rights with respect to the Official UB-04 Data Specifications Manual and UB-04 code lists.