## **American Dental Association**

### 1. Client License Grant

Company is authorized by the American Dental Association ("ADA") to distribute and sublicense Current Dental Terminology, a coding system of nomenclature and codes for reporting of dental services (collectively, "CDT"), as part of the Solution, provided that Client is bound by certain terms and conditions. Client is hereby granted a non-exclusive, non-transferable right to use the CDT solely as part of the Solution and solely for Client's internal business purposes not for redistribution. This license grants Client the right:

- a. to install and use the CDT on Client's computer system;
- to retrieve CDT codes, descriptors and nomenclature via commands contained in the Solution for the exclusive use of Client's employees;
- c. to reproduce and distribute partial listings of the CDT codes, nomenclature and descriptors in various printed and electronic documents for purposes of claims processing, billing and patient treatment, or healthcare analytics, via commands contained in the Solution;
- d. to print limited portions of the CDT solely for the exclusive use of Client; and to print a complete listing of the CDT codes, nomenclature and descriptors solely for the exclusive use of Client.

#### Client License Restrictions

"Output" means any electronic or printed copy of the CDT, or portions thereof (including without limitation any complete or partial listings of the CDT codes, nomenclature or descriptors), created by using the Bundled Products.

"Code" means the Code on dental procedures and nomenclature, whether delivered in print or machine-readable format. Each individual dental procedure is comprised of at least the following two components: (1) a five character alphanumeric sequence called the "code" that identifies a specific dental procedure and (2) a short, written literal definition of the dental procedure called the "nomenclature." Some but not all individual dental procedures have a third component, (3) a written narrative that provides a more detailed definition and the intended use of the procedure code, called the "descriptor."

Except as expressly permitted in section 1 above, Client may not and may not permit anyone else to (a) copy the CDT; (b) alter, amend, change or modify the CDT, including the CDT codes, nomenclature and descriptors or other content of the CDT; (c) remove any copyright or other proprietary notices, labels or marks from the CDT or from Output created by using the Solution; (d) distribute, sell, assign, lease or otherwise transfer the CDT, including the Code or any portion thereof, in any printed, machine-readable or other form to any other person, firm or entity, including but not limited to, as Output; or (e) use the CDT, whether on a time-sharing, remote job entry or other multiple user arrangement. Client shall take reasonable measures to maintain the security of the CDT.

The restriction set forth in section 2(b) shall not limit Client's right to add additional content to the Solution ("Client Content"), provided: Client does not alter, amend, change or modify existing CDT codes, nomenclature and descriptors or other CDT content, and Client's Output does not claim or otherwise imply that such Client Content is owned, created, approved or endorsed by ADA.

IN NO EVENT SHALL CLIENT USE THE CDT FOR OR ON BEHALF OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO USE OF THE CDT TO PROVIDE CONSULTING, TIME- SHARING OR OUTSOURCING SERVICES OR TO ACT AS A SERVICE BUREAU OPERATION. END USER IS EXPRESSLY PROHIBITED FROM DISTRIBUTING OUTPUT, INCLUDING THE CODE OR PORTIONS THEREOF, TO ANY PERSON, FIRM OR ENTITY. The foregoing restriction shall not be deemed to restrict the Client from using the CDT codes in the ordinary course of its business, to identify procedures used in the treatment of patients and processing of insurance claims.

### 3. Ownership of Intellectual Property

Client acknowledges and agrees that ADA owns all right, title and interest (including all copyrights and other intellectual property rights) in the CDT (in all print and machine readable forms), all other rights of commercialization, rental or sale of the CDT or any part thereof, the right to make derivatives of the CDT and the right to distribute the CDT and copies thereof. End user acquires no proprietary interest in the CDT, or any portion thereof. Except for the limited rights expressly granted to Client in this Agreement, all other rights in the CDT are owned and retained by ADA.

# 4. Warranty

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EXCEPT AS EXPRESSLY STATED HEREIN, THE CDT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. END USER BEARS ALL RISK RELATING TO QUALITY, ACCURACY AND PERFORMANCE OF THE CDT.

### 5. Limitation of Liability

UNLESS OTHERWISE PROHIBITED BY LAW, IN NO EVENT WILL ADA BE LIABLE FOR ANY LOST PROFITS OR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, ARISING OUT OF THIS LICENSE AGREEMENT OR THE USE OF OR INABILITY TO USE THE CDT OR DOCUMENTATION, EVEN IF ADA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY CLAIM OR CAUSE WHATSOEVER WHETHER SUCH CLAIM OR CAUSE IS IN CONTRACT, TORT OR OTHERWISE.

### 6. Indemnification

Client, to the extent permitted by applicable laws/regulations, agrees to indemnify ADA (including reasonable attorneys' fees and costs of litigation) against and hold ADA harmless from any and all claims, liability, losses, damages and expenses resulting from Client's use of the CDT, in breach of any of the terms of this Agreement, or Client's use of any data or documentation received from ADA, regardless of the form of action.

### 7. Third Party Beneficiary

ADA is a direct and intended third party beneficiary of the Client License between Company and Client; provided, however, ADA's rights as a third party beneficiary are limited solely to the Client's use of the CDT outside the scope of the Client License.

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