



Please review this Agreement in its entirety before using icdPIX™, CPTPIX™, MedCodePIX™ and any other MedCodePIX products (hereinafter collectively referred to as PIXapps) and MedCodePIX products and services as licensed by the American Medical Association in utilization of the Current Procedural Terminology. This is a binding agreement ("Agreement") between MedCodePIX ("We", "Us" or "Our") and our clients("You" or "Your"). This Agreement governs your use of the MedCodePIX Web Site and our medical code lookup software products, "PIXapps ", including, without limitation, all content such as the current provider terminology as a licensee of the American Medical Association, text, information, images, and audio (collectively, "Content") and all services ("Services") made available to you through the MedCodePIX Web Site (this Site and the Content and Services are collectively referred to herein as the "Site") by us and/or third parties.

By using MedCodePIX products and services and PIXapps, you indicate your conclusive acceptance of this Agreement.

You may only access and use PIXapps if you agree to be bound by the terms and conditions stated in this Agreement. If you do not agree to the terms of this Agreement, please do not access or use this site in any manner.

This agreement is nontransferable, nonexclusive and for the sole purpose of internal use by you.

You understand that any and all updated versions of the current procedural terminology which may be contained in this site are wholly dependent on our contractual relationship with the American Medical Association.

You understand that the American Medical Association has the sole copyright to the current procedural terminology which may be contained in the site and in PIXapps.

You understand that the American Medical Association does not endorse our product or services and is to be held harmless of any and all liability arising from any use (authorized or unauthorized) of this site or any breach of this agreement.

You are prohibited from using any and all information contained in the site in any public electronic bulletin board or public computer based information system (including the internet and World Wide Web unless subject to the provisions of this agreement).

You are prohibited from publishing, copying, translating or transferring possession any part or all information from the site.

You are prohibited from creating derivative works based on any information contained in the site and making said information available to any unauthorized party by selling, leasing or otherwise.

MedCodePIX may revise this Agreement at any time in our sole discretion. If MedCodePIX decides to change our privacy policy, we will post those changes in our Privacy Policy. Please review it regularly for changes when visiting our site.



1. Access. PIXapps accesses on MedCodePIX.com is Password Protected and will be accessible to the individual identified on the User Registration form. All User information provided to us, including without limitation the information on the User Registration Form, including subsequent updates, via the maintenance pages of the Site, must be current, accurate, and complete. If we at any time discover any error or omission in the information you provide to us, we may, at our option, terminate the right to access and use PIXapps. Users must abide by the MedCodePIX Web Site User Policy, as may be amended from time to time by us at our sole discretion. The current version of such policy is posted on the Site in printable format, and is hereby incorporated herein by reference. You may be asked to accept additional terms and conditions prior to enrolling in or using certain additional Services. You acknowledge that PIXapps software necessary for accessing and using PIXapps may be downloaded onto your computer and that, from time to time, periodic updates will automatically be downloaded as well

2. General Disclaimers. The site and PIXapps are provided to you on an "as is, with all faults" basis, and your use thereof is at your own risk. We make no warranties of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement, or warranties arising by course of dealing or custom of trade. We make no representation or warranty that any content is accurate, complete, appropriate, reliable, or timely. We also make no representations or warranties that your access to and use of the site (1) will be uninterrupted or error-free, (2) is free of viruses, unauthorized code, or other harmful components, or (3) is secure. You are responsible for taking all precautions you believe necessary or advisable to protect you against any claim, damage, loss or hazard that may arise by virtue of your use of the site. Some jurisdictions do not permit the exclusion or limitation of implied warranties. Therefore, only if required by applicable law, some or all of the exclusions or limitations above may not apply to you. You may have other rights depending on the jurisdiction of your domicile.

3. Exclusion of Damages. *Under no circumstances whatsoever will we be responsible or liable to you or any other entity for any direct, compensatory, indirect, incidental, consequential (including lost profits and lost business opportunities), special, exemplary, or punitive damages that result from or relate in any manner whatsoever to (1) your use of the site or PIXapps, or reliance on the content, or (2) errors, inaccuracies, omissions, defects, untimeliness, security breaches, or any other failure to perform by us or our content providers. The foregoing exclusion shall apply regardless of whether we have been advised of the possibility of such damages.* Some jurisdictions do not permit the exclusion of certain types of damages. Therefore, only if required by applicable law, some or all of the exclusions above may not apply to you. You may have other rights depending on the jurisdiction of your domicile.

4. Limitation of Liability. *If, notwithstanding the other terms of this agreement, we should have any liability to you or any third party for any loss, harm or damage, you and we agree that such liability shall under no circumstances exceed the lesser of \$75 or the fees you paid us during the three (3) months immediately preceding the day the act or omission occurred that gave rise to your claim. You and we agree that the foregoing limitation of liability is an agreed allocation of risk between you and us and reflects the fees, if any, we charge you to use the site or PIXapps. You acknowledge that absent your agreement to this limitation of liability, we would not provide the site or PIXapps to you.*

5. Indemnity. You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to (1) your breach of the terms of this Agreement, (2) your unauthorized or unlawful use of the Site, and (3) the unauthorized or unlawful use of the Site by any other person using your IDs.

6. Entire Agreement. This Agreement, including the MedCodePIX Web Site User Policy, contains the entire agreement between you and us relating to the subject matter hereof, and supersedes any other oral or written communications relating thereto. This Agreement may not be amended or supplemented by (1) any purchase order or similar form originated by you relating to the subject matter hereof, or (2) statements of any of our employees. We reserve the right to make changes to this Agreement at any time without advance notice. We agree to post the amended form of this Agreement on the Site, and such



amended form shall be effective immediately upon its posting. Such amended form shall be deemed to have been physically signed by you through your acceptance on the User Login Form. It is at all times your responsibility to read the most current version of this Agreement before using the Site or PIXapps to ensure that you agree to the terms and conditions of any changes made to this Agreement. You agree that these standards for notice of changes to this Agreement are reasonable. In the event that any provision of this Agreement is determined to violate any law or becomes unenforceable for any reason whatsoever, then the remaining provisions of this agreement shall remain in full force and effect.

7. Termination. Your right to access and use the Site or PIXapps immediately terminates without further notice upon your breach of this Agreement. We may terminate this Agreement and/or your right to use the Site or PIXapps at any time, with or without cause. Sections 2, 3, 4, 5, 6, and 9 of this Agreement survive the expiration or termination of this Agreement for any reason whatsoever. We reserve the right to discontinue or make changes to the Site at any time.

8. U.S. Government Rights. Information on the site and in PIXapps may include Current Procedural Terminology which is 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 private expense by the American Medical Association, 515 North State Street, Chicago, IL 60610. 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) (June 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 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

9. Other. We may assign this Agreement, in whole or in part, in our sole discretion. You may not assign your rights under this Agreement without our prior written permission. Any attempt by you to assign your rights under this Agreement without our permission shall be void. The waiver by us of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different kind. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement is governed by the laws of the State of Georgia, without giving effect to any principles of conflicts of law.