

END USER AGREEMENT

This END USER AGREEMENT (the “**Agreement**”) dated as of the date of signature below (the “**Effective Date**”) is by and between McKinsey & Company, Inc. United States, having an office at 711 Third Avenue, New York, NY 10017, and its affiliates (“**McKinsey**”) and the undersigned entity, having its office at (“**Client**”) and is designed to address the requirements imposed by the American Medical Association (the “**AMA**”) on the distribution of content from or related to the *Current Procedural Terminology, Fourth Edition* and CPT standard data file published by the AMA (collectively, the “**CPT Codes**”) pursuant to an agreement between AMA and McKinsey (the “**AMA Agreement**”). The parties therefore agree as follows:

1. SCOPE OF THIS AGREEMENT. This Agreement sets forth the terms and conditions applicable to the supply of CPT Codes or content based on CPT Codes (collectively, “**Licensed Content**”) to Client in connection with services (“**Services**”) McKinsey provides to Client. Notwithstanding the foregoing, to the extent the Client has a separate license with AMA for the use of CPT Codes within its organization (a “**Separate Authorization**”), nothing herein shall prevent or restrict the Client from using CPT Codes as authorized in such Separate Authorization.

2. FEES. Licensed Content are subject to certain fees related to their distribution and use. McKinsey acknowledges the Client’s consideration for Services and shall cover the cost for licenses of Licensed Content for a certain number (as agreed upon between the parties) of Client end users within Client’s organization (each an “**Client User**”). Client shall, and shall ensure that, each Client User shall only use and distribute CPT Codes according to the terms of this Agreement and any other relevant agreement(s) between the parties. Client shall not provide CPT Codes to a number of Client Users in excess of the number authorized herein unless pursuant to a Separate Authorization.

3. USE OF CPT CODES; REPORTING.

a) The CPT Codes are copyrighted by the AMA and CPT is a registered trademark of the AMA. The CPT Codes are licensed from the AMA. This Agreement provides Client with a limited, non-sublicensable, nontransferable, nonexclusive license to use the CPT Codes in connection with the Services, for the sole purpose of internal use by Client Users within the United States. This license is dependent on a continuing contractual relationship between McKinsey and the AMA, and shall automatically terminate upon termination of the AMA Agreement, unless prior written consent of the AMA is obtained or Client has obtained a Separate Authorization from the AMA.

b) Pursuant to this Agreement, Client and its Client Users are prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party, the CPT Codes, or a copy or portion of the CPT Codes. Client must ensure that anyone with access to the Licensed Content will comply with the provisions of this Agreement.

c) Client shall keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by McKinsey, including the number of Members and Users as detailed in this paragraph. All records and reports required under this Section shall be subject to audit by the AMA. As part of such reports, Client shall submit to McKinsey the number of Users and Members, as applicable. “**Member**” means an individual with coverage under any health plan that is not a Medicare Fee for Service (or “traditional Medicare”) plan. This includes individuals enrolled in plans where the health plan is providing administrative services only. “**User**” means an individual who: (i) accesses, uses, or manipulates CPT Codes contained in materials provided by McKinsey; or (ii) accesses, uses, or manipulates the materials containing CPT Codes to produce or enable an output (data, reports or the like) that could not have been created without the CPT Codes embedded therein, even though the CPT Codes may not be

visible or directly accessible; or (iii) makes use of the Licensed Content.

d) Client expressly acknowledges and agrees to the extent permitted by applicable law, use of the Licensed Content is at Client’s sole risk and the Licensed Content is provided “as is” without warranty of any kind. The AMA and McKinsey 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 and McKinsey is not recommending their use. The CPT Codes do not replace the AMA’s *Current Procedural Terminology* book or other appropriate coding authority. The coding information contained in the CPT Codes should be used only as a guide.

4. MISCELLANEOUS.

(a) 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).

(b) Client authorizes McKinsey to report to the AMA the fact that Client is receiving Licensed Content from McKinsey pursuant to this Agreement as necessary for McKinsey to provide royalty reporting to the AMA. Client expressly consents to McKinsey disclosing Client’s name, and a copy of this Agreement, to the AMA.

(c) The license to Licensed Content granted herein shall terminate in the event of default. Should any provision of this Agreement violate any applicable law or otherwise be unenforceable, the remainder of the Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of New York, without regard to choice of law principles. The AMA shall be a third party beneficiary of this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements (written or oral) with respect to such subject matter.

Client

Name of Client:

Address of Client:

Name of Signatory:

Title of Signatory:

Date:

McKinsey & Company, Inc. United States



Name: Alex Beauvais, Senior Partner