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TERMS OF USE

These Terms of Use are between you and Reed Group, Ltd., a Colorado corporation (“**Reed Group**”). Reed Group does business as Reed Software and Services, Inc. and Reed Group, Ltd., Inc. in certain states. By accessing or using any of the Reed Group® MDGuidelines® or LeaveAdvisor® internet properties or services, using ReedConsultsSM services, obtaining a Benchmark Report and/or providing a Disability Data Set, you acknowledge and agree to comply with and be bound by these Terms of Use. MDGuidelines® and LeaveAdvisor® are the “**Internet Properties.**” MDGuidelines®, LeaveAdvisor®, ReedConsultsSM, and Benchmark Reports are collectively the “**Services.**” Please read these Terms of Use carefully as they constitute a legally binding agreement as described in the following paragraph. You must be of legal age to enter into a legally binding agreement to access or use the Services. If you do not agree to be bound by the Agreement, you must immediately cease access and use and you must surrender any password granted to you. If you are entering into this Agreement on behalf of a company, organization or another legal entity (an “**Entity**”), you are agreeing to the Agreement for that Entity and representing to Reed Group that you have the authority to bind such Entity to the Agreement and “**you**” refers to the Entity. Reed Group and its licensors reserve any and all rights not explicitly granted in this Agreement. This document was formerly titled the MDGuidelines End User License Agreement.

General Terms Applicable to All Services:

1. Modification of this Agreement; Supremacy. These Terms of Use bind you in addition to any statement of work, order form, purchase order, or other agreement concerning the Services duly signed by both parties which references these Terms of Use (by title, former title, URL, location at the footer of the website, or similar reference) which together constitute the “**Agreement.**” This Agreement also binds you in addition to any statement of work, order form, purchase order, or other agreement concerning the Services duly signed by both parties which does not explicitly reference these Terms of Use as described in the preceding sentence (a “**Separate Contract**”) and this Agreement will control, unless such Separate Contract explicitly provides otherwise. This Agreement will exclusively govern your access to and use of the DART and Formulary tools and any future Internet Property tools added after the effective date of your Separate Contract (“**New Tools**”). If a conflict arises between this Agreement and any term of a Separate Contract, the terms and conditions of this Agreement will prevail with respect to your use of the New Tools and the terms of your Separate Contract will apply with respect to the other portions of the Services. Any order acceptance, confirmation, purchase order, or other document you provide containing conflicting, differing or additional terms is rejected by Reed Group and will have no effect unless expressly agreed to in writing by Reed Group. Reed Group reserves the right to change the terms, conditions, and notices under which the Services are offered, subject to any Separate Contract you may have with Reed Group regarding the Services. Such modifications will be effective immediately upon the posting of Terms of Use as modified on this web site. It is your responsibility to review the Terms of Use periodically to become aware of any such modifications, and your continued use of the Services will constitute your acceptance of the Terms of Use as modified. Reed Group may change, suspend or discontinue any aspect of the Services at any time, including the availability of any Services feature, database, or content. Reed Group may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

2. DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY. THESE DISCLAIMERS AND EXCLUSIONS WILL APPLY EVEN IF THE EXPRESS LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

a. THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. YOUR USE OF AND ACCESS TO THE SERVICES IS SOLELY AT YOUR OWN RISK. REED GROUP HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, ABOUT THE SERVICES, INCLUDING THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANLIKE EFFORT, TITLE, NON-INFRINGEMENT, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS, COMPLETENESS, USEFULNESS, OR ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN THE SERVICES FOR ANY PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

b. IN NO EVENT WILL REED GROUP OR ITS SUPPLIERS, LICENSORS, SERVICE PROVIDERS, MEDICAL ADVISORY BOARD OR INDEPENDENT REVIEWERS (COLLECTIVELY, ITS “**SUPPLIERS**”) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES OR THE AGREEMENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF REED GROUP OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

c. YOU AGREE THAT REED GROUP IS NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATTER OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED.

d. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION. ACCORDINGLY, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH CASE, ONLY THE EXCLUSIONS AND LIMITATIONS LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND REED GROUP’S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT POSSIBLE NOT TO EXCEED FIFTY U.S. DOLLARS.

e. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY OF THE TERMS AND CONDITIONS OF THE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING AND ACCESSING THE SERVICES.

3. Indemnification. To the fullest extent permitted by law, you agree to indemnify and hold harmless Reed Group, its Suppliers, parents, subsidiaries, and affiliates, and their officers, directors, agents, and employees, harmless from any claim, proceeding, action, settlement, fee, fine, penalty, demand, liability, loss, or damage, including reasonable attorneys’ fees and court costs, arising out of or related to your use of the Services, provision of a Disability Data Set, or conduct on the Internet Properties. You shall cooperate as fully as reasonably required in the defense of any such claim. Reed Group reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you.

4. ARBITRATION, VENUE; GOVERNING LAW; EQUITABLE RELIEF; JURY TRIAL WAIVER. Any controversy or claim of any kind you have arising out of this Agreement or the Services (each, a “**Claim**”) will be resolved by a single arbitrator in Denver, Colorado pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim will be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration will be conducted on an expedited basis with minimal discovery. All submissions to the arbitrator, the arbitration proceedings, and the award, will be confidential. The Arbitrator’s award will be final and binding. The courts of the State of Colorado or the United States District Court for the District of

Colorado will have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, any Claim. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such arbitration or courts and will not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, inconvenient forum, or otherwise. The laws of the United States and the State of Colorado govern this Agreement, without regard to conflict of laws principles. Reed Group's remedies are cumulative, and in addition to all rights under law or at equity, you agree that Reed Group may seek injunctive relief in any court of competent jurisdiction without the posting of bond. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN ANY CLAIM.

5. Statute of Limitations. Regardless of any statute or law to the contrary, any claim, controversy, or cause of action arising out of or related to this Agreement or the Services must be filed by you within one (1) year after such claim or cause of action arose, or forever be barred.

6. Termination. Reed Group reserves the right to bar, restrict or suspend any user's access to the Services and to terminate the Agreement at any time for any reason, including in the event that you have not timely paid Reed Group's applicable fees or have violated any of the terms or conditions of this Agreement. This Agreement will terminate in the event of your default. Those provisions of the Agreement which are reasonably intended to survive termination will survive, including without limitation those regarding payment of fees, indemnity, disclaimer of warranty, and disclaimer of liability. You may avoid automatic renewal of a paid subscription by providing at least sixty (60) days' written notice to Reed Group.

7. Changes and Interruptions of Service; Force Majeure. IN NO EVENT WILL REED GROUP BE LIABLE TO YOU OR ANY THIRD PARTY DUE TO REED GROUP PERFORMANCE OF SYSTEM MAINTENANCE AND RELATED SERVICES, OR THE OMISSION THEREOF. Reed Group may perform routine and emergency maintenance on its equipment and systems, which may result in interrupted service or access to the Services. Reed Group will attempt to provide prior notice of such interruption and changes but cannot guarantee that such notice will be provided. Reed Group will not be liable for failure to perform any obligations if such failure is as a result of circumstances beyond the reasonable control of Reed Group, including but not limited to Acts of God (e.g. fire, flood, or other natural disaster), war or hostilities (regardless of whether war is declared), terrorist activities, government sanction, labor dispute, denial of service attacks, or lockout or interruption or failure of electricity, internet, or telephone service.

8. Accounts and Account Security. To gain access to certain features and areas of the Services, you must first register to open an account. You must complete the registration process by providing Reed Group with current, complete and accurate information as prompted by the applicable registration form. You then will choose a password and a user name ("**Login Information**"). You are entirely responsible for maintaining the confidentiality of your Login Information. Furthermore, you are entirely responsible for any and all activities that occur under your Login Information. You agree to notify Reed Group immediately of any unauthorized use of your account or any other breach of security. Reed Group will not be liable for any loss that you may incur as a result of someone else using your Login Information, either with or without your knowledge. You may, however, be held liable for losses incurred by Reed Group or another party due to someone else using your Login Information. You may not use anyone else's Login Information or permit anyone else to use your Login Information at any time.

9. No Unlawful or Prohibited Use. As a condition of your access to and use of the Services, you agree not to use the Services for any purpose that is unlawful or prohibited by this Agreement. You agree to comply with all applicable laws in connection with your access to and use of the Services. You may not, directly, indirectly: (a) use the Service in a manner that could interfere with, damage, disable, degrade, or disrupt: (i) any other party's use of the Services; or, (ii) the integrity or performance of any Reed Group technologies, services, systems or other offerings, including data transmission, storage, and backup; (b) use the Services for the purpose of developing a product or service that competes with the Services; (c) circumvent or disable any security features or functionality associated with the Services; (d) attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Internet Properties, ReedConsultsSM, or Reed Group generally, through hacking, password mining,

penetration testing, or any other means; or (e) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You agree to comply fully with any subsequent instructions or demands of Reed Group regarding your use of the Services.

10. Miscellaneous.

a. INFORMATIONAL PURPOSES; NO ENDORSEMENT. THE SERVICES ARE INTENDED FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY. REED GROUP DOES NOT DIRECTLY OR INDIRECTLY PRACTICE MEDICINE OR DISPENSE MEDICAL SERVICES, OR PROVIDE LEGAL ADVICE. THE SERVICES ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL OR LEGAL ADVICE. "RECOMMENDED" AND RELATED TERMS REFER ONLY TO THE STATUS OF EVIDENCE SUPPORT. THE SERVICES ARE NOT INTENDED TO CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF ANY PARTICULAR DRUG, PRODUCT, SERVICE, THERAPY, OR TREATMENT ("TREATMENTS"). REFERENCE TO ANY SPECIFIC TREATMENT BY TRADE NAME, TRADEMARK, MANUFACTURER, OR OTHERWISE DOES NOT CONSTITUTE OR IMPLY ITS ENDORSEMENT OR RECOMMENDATION BY REED GROUP OR ITS SUPPLIERS (INCLUDING ITS INDEPENDENT REVIEWERS AND MEDICAL ADVISORY BOARD). THE SERVICES DO NOT DIRECT CARE AND DO NOT MANDATE OR PROHIBIT CERTAIN TREATMENTS. NONE OF THE INFORMATION AVAILABLE THROUGH THE SERVICES REPRESENTS OR WARRANTS THAT ANY PARTICULAR TREATMENTS ARE SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICULAR PATIENT, OR THAT THEY ARE COVERED BY ANY PARTICULAR HEALTH PLAN OR INSURANCE. THE INFORMATION AVAILABLE THROUGH THE SERVICES MAY INCLUDE INFORMATION REGARDING THERAPEUTIC AND GENERIC ALTERNATIVES FOR CERTAIN TREATMENTS, AND MAY DESCRIBE USES FOR TREATMENTS THAT HAVE NOT BEEN APPROVED BY THE U.S. FOOD AND DRUG ADMINISTRATION OR OTHER APPLICABLE REGULATORY BODIES. HEALTH INFORMATION CHANGES QUICKLY. ALWAYS SEEK THE ADVICE OF A LICENSED HEALTH CARE PROFESSIONAL. IF YOU ARE A HEALTH CARE PROFESSIONAL, YOU MUST USE YOUR OWN EXPERTISE TO DETERMINE WHETHER PARTICULAR TREATMENTS ARE SUITABLE FOR YOUR PATIENT. THE SERVICES ARE INTENDED FOR A UNITED STATES AUDIENCE. IF YOU LIVE OUTSIDE THE U.S., YOU MAY SEE INFORMATION ON THIS WEBSITE OR THROUGH THE SERVICES ABOUT PRODUCTS OR THERAPIES THAT ARE NOT AVAILABLE OR AUTHORIZED IN YOUR COUNTRY. REED GROUP RESERVES THE RIGHT TO LIMIT THE PROVISION OF ITS PRODUCTS AND SERVICES TO ANY PERSON, GEOGRAPHIC AREA, OR JURISDICTION AND TO LIMIT THE QUANTITIES OF ANY PRODUCTS OR SERVICES THAT REED GROUP PROVIDES.

b. General Miscellaneous. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including, without limitation, this Section. You agree that Reed Group is an independent contractor and no joint venture, partnership, employment, or agency relationship exists between you and Reed Group as a result of this Agreement or use of the Services. All licenses for the Services are void where prohibited by law. No waiver by Reed Group shall be effective unless in writing and a waiver shall not be deemed to be a waiver of any other or subsequent default, delinquency or breach. You may not assign this Agreement (such restriction includes without limitation by operation of law or change of control) without Reed Group's permission, and any assignment in violation of this provisions is null and void.

c. Any unpaid fees overdue by 30 days will be subject to a 1.5% late fee for each month or the maximum permitted under applicable law. You agree to pay the reasonable cost of collection of any amounts due under this Agreement. You will be responsible for any and all taxes levied on transactions under this Agreement other than taxes on Reed Group's income.

d. Severability. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement will continue in full force and effect.

e. Entire Agreement. Except as otherwise provided in Section 1 (Modification of this Agreement; Supremacy), this Agreement constitutes the entire agreement between you and Reed Group with respect to the Services and Disability Data Set and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, regarding the Services, the Disability Data Set, or the terms and conditions herein.

f. Admissibility. A printed version of this Agreement, any evidence of the existence of this Agreement and/or any associated terms (including without limitation click-throughs), and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form

g. Privacy. See the Privacy Statement at <http://www.mdguidelines.com/privacy> for disclosures relating to the collection and use of personal information. Reed Group reserves the right to contact you for the purpose of informing you of changes or additions to the Services and may contact you regarding your participation in user surveys, asking for feedback on current Services or prospective products and services. This information will be used to improve the Services and better understand users.

h. Submissions. You grant Reed Group and any third party it designates a perpetual, nonexclusive, world-wide, royalty free, sub-licensable license to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt in any form or media now known or hereinafter developed, any submissions you make regarding the Services (i.e., user-generated content including but not limited to: comments, suggestions, errata corrections, forum messages, reviews, text, video, audio and photographs) (each, a "**Submission**"). Submissions may be republished through other formats, including for promotional use. You represent and warrant that your Submissions do not violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights or contain libelous or otherwise unlawful material.

i. Contact Us; DMCA Notice. Please contact Reed Group at guidelines@reedgroup.com to report any questions or concerns regarding this Agreement, to report any known or suspected unauthorized use of your Login Information or other breach of security, to make a Submission, or to report a claim of copyright infringement with respect to material that is contained in the Services. You agree to report any copyright violations of this Agreement as soon as you become aware of them. The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law. If you believe in good faith that content or material on this website infringes a copyright owned by you, you (or your agent) may send Reed Group a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Internet Properties should be sent to the email address above.

Additional Terms and Conditions - MDGuidelines® and LeaveAdvisor®. The following terms apply to access and use of the Internet Properties, in addition to the General Terms:

A. Internet Properties Description. The Internet Properties consist of a collection of information, including but not limited to MDGuidelines® (including the "The Medical Disability Advisor," disability durations guidelines, treatment guidelines including state-specific treatment guidelines and ACOEM practice guidelines, and formulary material), and LeaveAdvisor® (which contains information concerning medical disabilities and US federal, state, and other leave laws). This information has been developed, selected, evaluated, coordinated, and assembled through the exercise by Reed Group of substantial independent, creative effort and judgment. This collection of information, together with all accompanying tables of content, indexes, database content, indexing information, explanatory text, commentary, and

other textual material, and the compilation, arrangement, and format of all of the preceding are collectively referred to in this Agreement as the Internet Properties. The Internet Properties also include any upgrades, modified versions, and additions to the same.

B. License Grant. You are granted a personal, revocable, limited, non-exclusive, non-transferable, non-assignable license to access and use the modules of the Internet Properties made available to you in the Territory (as defined in Section J (International Users) below) for internal use, conditioned on your continued acceptance of, and compliance with, this Agreement. You may not, directly, indirectly, or through Authorized Users, employees, and/or the services of independent contractors: (a) attempt to sell, transfer, assign, rent, lend, lease, sublicense or otherwise provide third parties rights to the Internet Properties; or (b) “frame,” “mirror,” copy or otherwise enable third parties to use the Internet Properties (or any component thereof), including without limitation acting as a service bureau or other outsourced service.

C. Errors. The information, software, products, and services included in or available through the Internet Properties may include inaccuracies or typographical errors. Changes are periodically made to Internet Properties and to the information therein in Reed Group’s sole discretion.

D. Seat Licenses. Certain features and areas of the Internet Properties are available only with a paid subscription and upon registration and payment of applicable subscription fees. Unless your subscription is an enterprise license agreement subscription (under separate agreement, statement of work, or purchase order), each individual subscription that is authorized to access the Internet Properties by means of the grant of a password is referred to in this Agreement as a “**Seat**.” Each Seat is personal to the individual subscriber to whom it is assigned (“**Authorized User**”). Neither a Seat nor the password granted to that Seat may be assigned, loaned, or otherwise made available to any other individual, except that a Seat may be surrendered to the employer of an Authorized User and reassigned to another employee of that employer upon notice to Reed Group.

E. Fees; Automatic Renewal. Certain features and areas of the Internet Properties are available only with a paid subscription and upon registration and payment of applicable subscription fees. If you purchase an annual paid subscription to any Internet Properties, your annual paid subscription will automatically renew unless you terminate your subscription upon at least 60 days’ written notice to Reed Group of non-renewal prior to your subscription expiration date, and you agree to pay the applicable subscription fees by the renewal date. If Reed Group has your payment method on file, you agree that Reed Group may (in its discretion) process payment for the applicable subscription fees without further authorization, and you may revoke this authorization upon notice to Reed Group.

F. Limitation on Use, Generally.

a. The information contained in the Internet Properties is for Authorized Users only and is not intended or permitted for redistribution. You may not modify, copy, publish, distribute via the internet or other public computer based information system, create derivative works (including translation), transfer, sell, lease, license, market, display, remove or alter any proprietary notices or labels from, or otherwise make available to any non- Authorized User the Internet Properties or any copy or portion thereof.

b. Notwithstanding the above subsection (a), you are authorized to prepare and distribute to your customers and clients, in the ordinary course of your business, any quotation, extract, compilation, or condensation of Internet Properties that contains no more than the equivalent of three printed pages of content.

G. Limitation on Use of American Medical Association CPT® Content. Notwithstanding anything to the contrary in this Agreement, the right to use that MDGuidelines® editorial content provided by the American Medical Association (“**AMA**”) in the form of CPT® codes and code descriptions (the “**CPT® Material**”) is limited by this Section and by Reed Group’s agreement with the AMA. The provision of updated CPT® Material is dependent upon the continuing contractual relationship between Reed Group and the AMA.

a. CPT® Material is copyrighted by the AMA. “CPT” is a registered trademark of the AMA. You are prohibited from publishing, distributing via the Internet or other public computer based system, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making available to any unauthorized party the CPT® Material or any portion thereof.

b. 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 AMA does not directly or indirectly practice medicine or dispense medical services. IN ADDITION TO THE DISCLAIMERS OF WARRANTY IN SECTION 2 OF THE GENERAL TERMS, THE AMA ASSUMES NO LIABILITY FOR DATA CONTAINED OR NOT CONTAINED HEREIN. CPT® MATERIAL AS CONTAINED IN MDGUIDELINES IS PROVIDED “AS IS” WITHOUT ANY LIABILITY TO THE AMA, INCLUDING WITHOUT LIMITATION, NO LIABILITY FOR CONSEQUENTIAL OR SPECIAL DAMAGES, OR LOST PROFITS FOR SEQUENCE, ACCURACY, OR COMPLETENESS OF DATA, OR THAT IT WILL MEET THE AUTHORIZED USER’S REQUIREMENTS, AND THE AMA’S SOLE RESPONSIBILITY IS TO MAKE AVAILABLE TO REED GROUP REPLACEMENT COPIES OF THE CPT® MATERIAL IF THE DATA IS NOT INTACT; AND THE AMA DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN CPT® MATERIAL.

c. U.S. Government Rights. The CPT® Material includes commercial technical data and/or computer databases 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, 330 North Wabash, Suite 39300, Chicago, Illinois 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 procurements.

H. Limitation on Use of ICD-9-CM and ICD-10 Codes Content. Notwithstanding anything to the contrary in this Agreement, The ICD-9-CM codes and descriptions used in MDGuidelines® are public domain information per the Medicare/Medicaid branch of the U.S. Government and may not be changed or sold. The ICD-10 codes and descriptions are licensed to Reed Group from the World Health Organization (WHO) and may not be changed or sold.

I. Ownership of Other MDGuidelines® and LeaveAdvisor® Content. With the exception of third-party data, including but not limited to CPT®, ICD-9-CM, ICD-10 codes and descriptions, RBRVS and HCUP data, as well as information provided through partnerships and identified as such, all content of the Internet Properties and software (if any) that is made available to view and/or download in connection therewith, is owned by and is the copyrighted work of Reed Group, protected by copyright laws and international treaty provisions. You agree to abide by all additional copyright notices, information, or restrictions contained in any content accessed through MDGuidelines® and LeaveAdvisor® and may not remove any copyright or trademark notice. With the exception of third party material, MDGuidelines® and LeaveAdvisor® are Copyright (c) 2012-2015 Reed Group, Ltd. All rights reserved. Any reproduction or redistribution of MDGuidelines® and LeaveAdvisor® content not explicitly authorized herein is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE MDGUIDELINES® OR LEAVEADVISOR® DATABASE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.

J. Links to Third-Party Sites; Advertisements. Internet Properties may contain links to third party web sites (“**Linked Sites**”). Linked Sites are not under the control of Reed Group, and Reed Group is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked

Site, or any changes or updates to a Linked Site. Reed Group is not responsible for web casting or any other form of transmission received from any Linked Site, nor is Reed Group responsible if a Linked Site is not working appropriately. Linked Sites (whether provided by Reed Group or included, for example, in banner advertisements) are provided to you only as a convenience, and the inclusion of a link does not imply endorsement by Reed Group of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at Linked Sites. The Internet Properties may also contain advertisements of third parties, whether placed by Reed Group or other third parties but the presence of any such advertisement is not intended to be an endorsement of such advertiser or any product or service. Any dealings with third parties (including advertisers) included within the Internet Properties or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. Reed Group will not be responsible or liable for any part of any such dealings or promotions. Reed Group exercises no control over Linked Sites or advertisers and their sites. Reed Group is not responsible for the statements or conduct of any third parties, including advertisers. You are solely responsible for any correspondence or transactions you enter into with any third parties, including Linked Sites and advertisers.

K. International Users. Handwritten signature is required for MDGuidelines® access and use which includes CPT® Material. If you live outside the USA but within the Territory (see below for Territory definition), you are required to sign this Agreement and mail or fax it Reed Group before accessing any CPT® Material. You may append additional signatures in the event of multiple users.

MDGuidelines® Customer: _____

Date: _____ Signature: _____

Reed Group, Ltd. Representative

Date: _____ Signature: _____

International users return the Agreement to the address shown below:

Reed Group, Ltd.
Attn: MDGuidelines Registration
10355 Westmoor Drive
Westminster, Colorado 80021
USA

International users may also fax the signed agreement to:

Reed Group, Ltd.
Attn: MDGuidelines Registration
Fax: 1.303.404.6616

The "**Territory**" includes: Argentina, Australia, Bahamas, Belgium, Bermuda, Brazil, Canada, Cayman Islands, Chile, China, Colombia, Dominican Republic, Ecuador, El Salvador, Guatemala, India, Ireland, Israel, Italy, Jamaica, Japan, Mexico, New Zealand, Norway, Panama, Philippines, Portugal, Singapore, South Africa, Spain, Sweden, Thailand, Turkey, United Arab Emirates, United Kingdom, United States and its territories, and Venezuela.

Additional Terms and Conditions - ReedConsults™. The following terms and conditions apply to ReedConsults™ in addition to the General Terms:

I. ReedConsultsSM Description. “ReedConsultsSM” is an employee leave of absence and benefits consulting service provided by Reed Group. ReedConsultsSM provides general advice and suggestions concerning employee benefits and disability to help improve your management of employee leaves, based upon information you provide. Reed Group agrees that ReedConsultsSM will be provided in a timely and professional manner by qualified personnel. Reed Group does not provide eligibility determinations or have any discretionary authority over or liability related to your benefit plans, payroll practices and payments, employment decisions, human resources policies, or any other matters related to your business. ReedConsultsSM services are provided generally for the benefit of employers; employees are not intended ReedConsultsSM customers. Reed Group may refuse any ReedConsultsSM engagement at any time, in its sole discretion. ReedConsultsSM are subject to fees, and if prepaid will expire without refund if not used within one year of your payment date. Prepaid fees are non-refundable.

II. Information You Provide. You agree that Reed Group will be entitled to rely on, and have no liability for, the accuracy and completeness of the information you provide to Reed Group. You acknowledge and agree that use of ReedConsultsSM does not require the use of personally identifiable information regarding individual persons, and that your provision of any personally identifiable information regarding any individual is for your convenience. You represent, warrant, and covenant that you have the right to provide the information you provide to Reed Group, that the information provided by you to Reed Group about your employees constitutes employment records, and that such information is not subject to the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”).

III. Reed Group Use of Information. Reed Group agrees to comply with applicable US state and federal law in the performance of ReedConsultsSM services. Reed Group agrees to use information you provide only for purposes related to this Agreement. You also agree that Reed Group may use de-identified data to improve its service offerings.

IV. ERISA; NO FIDUCIARY STATUS. YOU ACKNOWLEDGE THAT NEITHER REED GROUP NOR ITS SUPPLIERS ARE AN “ADMINISTRATOR” WITHIN THE MEANING UNDER APPLICABLE LAW, INCLUDING THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), NOR IS REED GROUP OR ITS SUPPLIERS A “FIDUCIARY” WITHIN THE MEANING UNDER APPLICABLE LAW OR ERISA.

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