

DSM-5 CODES
TERMS AND CONDITIONS (“DSM TERMS”)

Last Updated October 4, 2019

These DSM Terms govern Client’s use of the DSM codes as implicated by the license agreement executed by Client and IMO (“License Agreement”). Unless otherwise defined herein, all capitalized terms shall have the meanings as set forth in the License Agreement.

Client and its Users will at all times during the Term(s) of their Agreement with IMO be appropriately licensed to use DSM in conjunction with the Service either directly from the American Psychiatric Association (“APA”) or an official APA reseller.

1. Grant of Rights Restrictions

- A. IMO grants Client a limited nontransferable, nonexclusive license to internally use the disorder names of the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (“DSM”) solely in conjunction with the Service, subject to the terms and conditions herein.
- B. Client shall not publish, distribute via the Internet or other public computer based information system, create derivative works (including translating) of DSM. In addition, Client shall not transfer, sell, lease, license, or otherwise make DSM, or any portion thereof, available to any unauthorized party. For purposes of these terms and conditions, “unauthorized” means any individual or entity not licensed to use DSM.

2. Intellectual Property

Client acknowledges and agrees that:

- A. DSM is copyrighted by the American Psychiatric Association (“APA”) and Client may not use any portions of DSM other than as expressly allowed under the License Agreement.
- B. The following text shall be displayed prior to the initial display of any DSM content licensed from the APA:

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DSM and DSM-5 are registered trademarks of the American Psychiatric Association, and are used with permission herein. Use of these terms is prohibited without permission of the American Psychiatric Association. Use of this trademark does not constitute endorsement of this product by the American Psychiatric Association.

3. Back Up Rights

- A. Client is allowed to make only one copy of DSM solely for back up or archival purposes.
- B. Client agrees that all notices of proprietary rights, including trademark and copyright notices set forth above in Section 2(B), must appear on all permitted back up or archival copies made.

4. Termination

IMO shall have the right to immediately terminate Client’s license to DSM by providing written notice of such termination to Client in the event that: (i) Client fails to abide by any of these terms and conditions; or (ii) if the APA terminates its agreement with IMO.

5. User License

The use of the DSM within the Service requires a calendar year DSM license for each User. The definition of "User" for the purpose of a DSM license is an individual who is a mental health professional and accesses, manipulates, or uses the Service.

Client will at IMO or the APA’s request provide documentation that Client and Client’s Users are appropriately licensed for the use of the DSM. If Client is not appropriately licensed for the Use of DSM with either the APA or an authorized APA reseller, Client will report and pay IMO the applicable license fees for Client’s Users in accordance with Section 6 below.

6. User Calculations, Fees, Payments, and Reports

If Client elects to license DSM for use in conjunction with the Service through IMO or in the event the APA cannot validate Client and Client’s Users are appropriately licensed for the use of DSM, Client shall:

- A. Calculate the number of Users. On the Effective Date of the Agreement and at the beginning of a calendar year, Client can elect a calculation method for its Users. Client may calculate Users by:
 - Counting the number of Users, as defined above, it has OR
 - A proxy number of Users based on the number of Client Beds. “Client Bed” is defined as any licensed bed by the health system and is designated a behavioral health or inpatient psychiatric bed.
- B. Report Users. Client will report its numbers of Users
 - On the Effective Date of the Agreement
 - Annually – by the 15th of January each calendar year and
 - If applicable, quarterly by the 15th of the month following the end of a calendar quarter when Client’s number of Users or Proxy Beds exceed the highest number in any given user tier below.
- C. Fees. The DSM Fees are based on this table:

Number of USERS	Proxy BEDs	Total Maximum Fee Per Year
0-75	0-131	\$1,500 (Minimum Fee Per Year)
99	132-175	\$2,000
199	175-350	\$3,000
299	351-525	\$4,200
499	526-875	\$6,500
999	876-1750	\$12,000
1999	1751-3500	\$22,000
2999	3501-5250	\$30,000
4999	5251-8750	\$45,000
9999	8751-17500	\$80,000
10000+	17500+	Request Quote

In the event a Client’s User Count jumps to a higher level, customer will be charged the difference between the current Tier and the new Tier.

License fees are set by the APA and are subject to change upon (30) days written notice by IMO to Client.

- D. Payments. IMO will invoice customer and customer will pay immediately the applicable Maximum Fee Per Year for the applicable number of Users or Proxy Beds.

7. Miscellaneous

- A. Client agrees to the extent possible under the applicable laws, the warranties and liability for DSM as contained in the Service is provided "AS IS" without any liability to the APA, 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 End User's requirements. IMO's sole responsibility with regard to the DSM is to use reasonable efforts to correct defects in the Service. The APA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in DSM.
- B. Disclaimer of Warranties. THE AMERICAN PSYCHIATRIC ASSOCIATION EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES (INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO CLIENT'S USE OF DSM IN THE INTEGRATED SERVICE.

THE AMERICAN PSYCHIATRIC ASSOCIATION WILL NOT BE LIABLE TO CLIENT, OR ANY THIRD PARTY FOR LOSS OF PROFITS, LOSS OF USE OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, EVEN IF IT IS AWARE OF THE POSSIBILITY THEREOF. CLIENT AGREES THAT THE ENTIRE LIABILITY OF THE AMERICAN PSYCHIATRIC ASSOCIATION WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THREE TIMES THE TOTAL FEES PAID FOR THE DSM LICENSE OR \$100,000, WHICHEVER IS GREATER.

- C. Disclaimer of Medical Liability. DSM is not a substitute for, is not designed to, and does not provide, medical advice. The American Psychiatric Association shall not be liable to Client or any third party if readers of DSM disregard professional medical advice, or delay in seeking such advice, because of something they have read in DSM. The American Psychiatric Association and IMO shall not be liable to Client or any third party if readers of DSM rely on information in DSM in place of seeking professional medical advice. RELIANCE ON ANY INFORMATION CONTAINED IN DSM IS SOLELY AT THE READER'S OR USER'S OWN RISK.

Moreover, the American Psychiatric Association is not responsible or liable to Client or any third party for any advice, course of treatment or diagnosis provided by a physician or other health care professional. The American Psychiatric Association neither recommends nor endorses any specific tests, products, procedures, opinions or other information that may be recommended to a reader or user by a health care professional.

- D. If any provision of these DSM Terms is determined to be unenforceable, the rest of the DSM Terms will remain in full force.