

## NTHRIVE SOLUTIONS TERMS OF USE

Please review these nThrive Solutions (as defined below) Terms of Use (these, "Terms of Use"). By clicking "**I AGREE**" and accessing any nThrive Solution, you acknowledge that you have read the Terms of Use set forth below and agree to abide by and be bound to these Terms of Use. As used in these Terms of Use, "nThrive" means nThrive, Inc., and its affiliates, with a corporate office at 200 North Point Center East Suite 600, Alpharetta, Georgia, 30022.

The nThrive Solutions may be accessed (i) directly, or (ii) by first logging onto the Microsoft Azure Active Directory Sign-in/Sign-up Service (the "Marketplace"). Your access to the Marketplace may require you to accept terms and conditions from other vendors.

These Terms of Use govern your access to any nThrive-branded resources, content and application, including any updates, enhancements, and new features therein (collectively, the "nThrive Solutions") available directly or in the Marketplace. The nThrive Solutions include, but are not limited to: any technology required for the products, software, and tools to function, including tangible or intangible aspects such as processes, logic, techniques, algorithm or content; and content such as rules, directions, tips or warnings produced or communicated by nThrive directly or indirectly, inclusive of any content displayed or consumed within other vendor solutions. Reference to "the nThrive Solutions" expressly includes each individual nThrive Solution. **You acknowledge and agree that by accepting the Terms of Use for one nThrive Solution, your acceptance of the Terms of Use will apply to any and all individual nThrive Solutions available through the Marketplace now and in the future. You expressly agree that your acceptance of the Terms of Use will be valid for all individual nThrive Solutions, even though you may not be prompted with the Terms of Use for acceptance upon first login to subsequent individual nThrive Solutions.**

If you are accessing the nThrive Solutions in your capacity as an executive, employee, consultant, or agent of a company, then you acknowledge that your consent to these Terms of Use is sufficient to bind both you and that company to these Terms of Use. For purposes of these Terms of Use, "you" or "End User" means both you, as an individual, and the company you represent.

If you do not agree with the terms and conditions of these Terms of Use, then you will not be allowed to access the nThrive Solutions and you should contact your nThrive representative for a refund if you have paid any prepaid fees.

### 1. GRANT OF LIMITED LICENSE

Subject to these Terms of Use and your agreement with nThrive for the applicable nThrive Solution, nThrive grants to you a limited, royalty-free, non-exclusive, non-transferable license ("License") to access and use the nThrive Solutions directly or via the Marketplace. The Marketplace, as applicable, is a portal that is provided by a Third-Party Provider that allows you access to the nThrive Solutions and potentially other applications not owned by nThrive from a single place. This License does not grant or transfer any ownership rights in the nThrive Solutions or imply any rights other than those set forth in these Terms of Use or your agreement with nThrive. You must only access the nThrive Solutions in accordance with these Terms of Use.

### 2. USER CONDUCT

**2.1 Username and Password.** You must have a unique username and password to access the nThrive Solutions (the "nThrive ID"). Your nThrive ID may be different than your username and password to access the Marketplace. You may not share this nThrive ID with any other person. You are solely responsible for: (a) your own conduct when accessing the nThrive Solutions; (b) all actions of any person accessing the nThrive Solutions through the nThrive ID assigned to you; and (c) any violations of these Terms of Use. You must notify nThrive immediately of any unauthorized use of your nThrive ID.

### 2.2 Use Restrictions.

**2.2.1 General Use Restrictions.** You must not and must not allow any other person to do or attempt to do any of the following: (a) use the nThrive Solutions or any portion of the nThrive Solutions for any unlawful purpose or prohibited use; (b) market, sublicense, publish, distribute, lend, transfer, or otherwise make the nThrive Solutions or any components or output from the nThrive Solutions available to any third party; (c) alter, maintain, enhance, modify, or create derivatives of the nThrive Solutions; (d) remove any trademark, copyright, or proprietary notices or use any meta tags or other 'hidden text' or framing techniques in connection with nThrive's names or trademarks; (e) copy, decompile, disassemble, or otherwise reverse engineer the nThrive Solutions or use any similar means to discover the source code or trade secrets in the nThrive Solutions; (f) use the nThrive Solutions as a substitute for the medical judgment of a physician or qualified healthcare provider; (g) use the nThrive Solutions to provide service bureau, time sharing, or other computer services to third parties; (h) circumvent any technological measures that control access to the nThrive Solutions or violate the security of the nThrive Solutions; (i) post, transmit, distribute, or infect the nThrive Solutions with viruses, Trojan horses, worms, time bombs, or other destructive functionality; (j) use the nThrive Solutions in any nuclear, aviation, mass transit, life support, or any other inherently dangerous manner; (k) use the nThrive Solutions in any manner that violates the rights of nThrive; (l) use screen scrapers, content miners, robots, spiders, web extractors, or any other automated means to access the nThrive Solutions; (m) use the nThrive Solutions in any manner that could damage, disable, overburden, or impair any nThrive server, or any networks connected to any nThrive server, or that could interfere with any other party's use and enjoyment of any nThrive Solutions; (n) publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material or information; or (o) use the nThrive Solutions to benefit any party other than you.

**2.2.2 No Competitors.** You cannot access the nThrive Solutions if you are a competitor of nThrive. You must not permit or attempt to permit any competitor of nThrive or any unauthorized third party to access, view, interact with, evaluate, or otherwise use the nThrive Solutions, whether on behalf of you or any third party.

### 2.3 Protected Health Information.

**2.3.1 PHI and ePHI Generally.** Some nThrive Solutions may require the submission, posting or transmission of **ePHI** at the individual application level while other applications may not require the submission of ePHI. ePHI is defined in the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”), as Protected Health Information which is stored, accessed, transmitted, or received electronically, and that identifies an individual or can be used to identify an individual. Protected Health Information is created or received by a “covered entity,” as defined in HIPAA, and relates to the past, present or future physical or mental health of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual and which (i) actually identifies the individual or (ii) with respect to which there is or would be a reasonable basis to believe can be used to identify the individual. Examples of the types of information that constitute Protected Health information may include (but are not limited to) such items as your name, your address, your electronic mail address, your telephone number and your social security number. In order to access the nThrive Solutions, users must input an nThrive ID. You should not use any information that constitutes ePHI as your nThrive ID username and/or your password. In addition, unless the nThrive Solution specifically permits, you must not and must not allow any other person to submit to, post to, or transmit through such nThrive Solution any identifiers that may constitute ePHI.

**2.3.2 De-identification.** If you are accessing an nThrive Solution that does not require the submission, posting or transmission of ePHI, you are required to “de-identify” any ePHI before inputting data into such nThrive Solution. For purposes of HIPAA, de-identification involves taking a collection of data and stripping it of any information that could allow the identification of the source of the data. In the nThrive Solutions that do not require the submission, posting or transmission of ePHI, in the event that nThrive detects identifiers that may constitute ePHI, it will attempt to delete or block these ePHI identifiers from the nThrive Solution and will not store or retain any identifiers that are submitted to the nThrive Solution for future access or for any purpose, including for archival purposes. Note that no effort to delete these ePHI identifiers is completely effective; and nThrive urges you to take all reasonable precautions to avoid the submission of ePHI to these nThrive Solutions. When you access an nThrive Solution that does not require you to submit any ePHI, the nThrive Solution has not been designed to accept or store ePHI nor to comply with either the privacy rules or the security rules of HIPAA.

**2.3.3 PHI DISCLAIMERS. NTHRIVE EXPRESSLY DISCLAIMS ANY LIABILITY TO YOU FOR ANY DELETED ePHI, IDENTIFIERS, OR DATA OR FOR ePHI THAT YOU OR ANYONE ACTING ON YOUR BEHALF SUBMITS TO THE NTHRIVE SOLUTIONS, AND BY AGREEING TO THESE TERMS OF USE, YOU HEREBY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS NTHRIVE AND ITS AGENTS, SERVANTS, EMPLOYEES, MANAGERS, DIRECTORS, CONTRACTORS AND MEMBERS FROM ANY LIABILITY ARISING FROM AND/OR RELATING TO ANY ePHI, IDENTIFIERS, OR DATA AS WELL AS ALL DELETED ePHI, IDENTIFIERS, OR DATA THAT ARE ENTERED INTO AN NTHRIVE SOLUTION THAT DOES NOT REQUIRE THE SUBMISSION, POSTING OR TRANSMISSION OF ePHI.**

**2.3.4 General Precautions.** In the nThrive Solutions that require the submission, posting or transmission of ePHI, nThrive strives to prevent unauthorized access to your personally identifiable information and have put in place physical, electronic and managerial procedures to attempt to safeguard and secure your information. nThrive will not disclose your ePHI without first obtaining your consent, unless nThrive is required by law to make such disclosures. (An example of this includes such requirements as a governmental audit.) Note again that no safeguards or security procedures are completely effective. nThrive urges you to take all reasonable precautions to protect your personal data and never to share your username and password with anyone. Occasionally, in a scam known as “phishing,” mass e-mailers will send messages that claim to be from nThrive, or one of our programs or services. They may use our name, logo or employee e-mail addresses in fraudulent e-mails trying to make you believe you are dealing with a legitimate request for personal information. These fraudulent e-mails often create a false sense of urgency intended to prompt the recipient to take immediate action. You should take all reasonable precautions to confirm that any e-mails you receive are legitimate, so as to protect your personal data.

## **2.4 Interactive Areas.**

**2.4.1 Communications.** nThrive may provide areas in the nThrive Solutions where you or others or both may post messages or transmit communications (“**Interactive Areas**”). nThrive may restrict access to these Interactive Areas. nThrive may, but is under no obligation to, review, record, use, monitor, block, edit, or remove any communications and materials posted in the Interactive Areas. nThrive does not endorse, represent, or warrant any statements by you or any other user in any Interactive Areas, and these statements do not necessarily reflect the views of nThrive or its affiliates. You represent and warrant that you will not use any Interactive Area for any purpose that is unlawful or prohibited by these Terms of Use. In addition, you represent and warrant that you will not post any ePHI or identifiers to the Interactive Areas. From time-to-time, nThrive may post supplementary “**Acceptable Use Requirements**” describing appropriate conduct in Interactive Areas, and you agree to comply with those Acceptable Use Requirements each time you use an Interactive Area.

**2.4.2. nThrive Community Portal.** If you are accessing the nThrive Community Portal (the “**Community Portal**”), then the following terms under this **Section 2.4.2** apply to your use and access of the Community Portal. Much of the content from nThrive Customer Community Portal may come from users and is the responsibility of the person or people who made such postings. In particular, the Community Portal provides areas for customers to interact with other customers via discussion boards and public or private collaboration groups. If you post content to a collaboration group that is designated as “public”, then any of your content will be available to all users. If you post content to a collaboration group that is designated as “private”, then any of your content will be available to all users who are members of the private group. nThrive does not take any responsibility for the content posted by users and may restrict access to these Interactive Areas.

**2.5 Confidentiality.** “**Confidential Information**” means all information and data regarding nThrive or the nThrive Solutions that is identified as confidential and proprietary or that you should reasonably know is confidential. You must not disclose Confidential Information to third parties and must protect any Confidential Information with the same degree of care as you use to protect your own confidential information, but in no event less than a reasonable degree of care. You represent and warrant that you will not use, reveal,

relay, expose, make known, or provide any Confidential Information you receive through the nThrive Solutions to any third parties (even to those third parties who already have access to the Confidential Information) for any purpose, including but not limited to leveraging lower prices from suppliers.

**2.6 Dealings with Third-Parties and Third-Party Obligations.** Any dealings with third parties that you make through or in connection with your use of the nThrive Solutions or the Marketplace are governed by your agreement with that third party. You represent and warrant that your use of the nThrive Solutions and its contents does not violate any obligations (including, but not limited to, contractual or fiduciary duties) that you may have to third parties.

**2.7 Compliance with Laws.** In using the nThrive Solutions, you must comply at all times with all applicable laws, rules, and regulations. You agree that you will not transfer or export the nThrive Solutions into any country or use the nThrive Solutions in any manner prohibited by the U.S. Export Administration Regulations or any other applicable export control law, restriction, or regulation.

### **3. THIRD PARTY CONTENT.**

The nThrive Solutions may contain content provided to nThrive by third parties (each, a “Third-Party Provider”). Third-Party Providers may retain independent intellectual property ownership rights in such third-party content. Use of the nThrive Solutions requires you to accept all terms and conditions passed through from Third-Party Providers. Third-Party Provider pass-through terms are provided in Exhibit A and/or in the relevant nThrive Solution application, and are incorporated by reference into these Terms of Use. To the maximum extent permitted by applicable law, the software provided by the Third-Party Provider hereunder is provided “as is” without any condition or warranty whatsoever by the Third-Party Provider. The entire risk associated with the installation and use of the software resides with you. All other conditions or warranties, either express or implied, are disclaimed, including, without limitation, the implied conditions or warranties of merchantability, ownership and fitness for a particular purpose. The Third-Party Provider will not be liable to you for any direct, indirect, incidental, consequential, special or other damages.

### **4. INTELLECTUAL PROPERTY**

**4.1 Data Ownership.** You own any data that you provide, in the past or future, for use with the nThrive Solutions, and you represent and warrant that you will only provide data that you own or you are fully authorized to use or disclose in compliance with applicable law. You hereby specifically agree to release and hold harmless nThrive for all claims arising from and/or relating to the use or disclosure of data that you provide to or in the nThrive Solutions, including but not limited to intellectual property claims. For its own business purposes, nThrive has the right to access, manipulate, mask, filter, analyze, use, display, and store any data (excluding Protected Health Information or ePHI) that you provide to or in the nThrive Solutions and your agreement to these Terms of Use serves as your specific consent and authorization for nThrive to access, manipulate, mask, filter, analyze, use, display, and store any data that you provide to or in the nThrive Solutions.

**4.2 Feedback.** From time-to-time, nThrive may seek or you may offer general feedback, comments, input, or ideas regarding your use of the nThrive Solutions or the nThrive Solutions’ features and functionality generally (“Feedback”). In addition, you will likely develop some output using the nThrive Solutions, including but not limited to creating custom reports (“Output”). nThrive welcomes your Feedback and encourages you to use all the functions available in the nThrive Solutions to create Output. Any Feedback that you give to us (either oral or written) or any Output that you develop using the nThrive Solutions is nThrive’s exclusive property. Your submission of any Feedback or development of any Output constitutes an assignment to nThrive of all rights, title, and interest in all copyrights or intellectual property rights in the Feedback or Output. nThrive may use, distribute, manipulate, disclose, publish, or reproduce any Feedback or Output related to your use of the nThrive Solutions, without notice or compensation to you.

**4.3 Navigational Data.** From time-to-time, nThrive may use technical methods to track and analyze traffic patterns in the nThrive Solutions, such as the frequency with which you and other users are visiting various parts of the application. nThrive may also use tools to measure and collect session information, including page response time, download errors, length of visits, etc. nThrive may use this information or employ a third party to help nThrive analyze this information to measure site activity, develop new ideas for improving the nThrive Solutions, and for its business purposes.

**4.4 Marks.** You must not remove, alter, deface, obscure, or otherwise modify any of nThrive’s Marks that are displayed on the nThrive Solutions or any Output, whether those nThrive Marks are displayed or otherwise rendered by software or on printed media. In addition, you must not adopt or otherwise use any Marks containing confusingly similar names, designs, or other indicia to nThrive’s Marks nor dilute nThrive’s Marks in any manner. “Marks” means all proprietary indicia, trademarks, trade names, symbols, logos, or brand names nThrive adopts to identify nThrive, its products, or any related parties.

**4.5 IP Rights.** nThrive retains title and all other ownership and proprietary rights in and to its IP Rights, and any and all derivative works based on the IP Rights. This ownership and IP Rights include any and all rights in and to patents, trademarks, copyrights, and trade secret rights. The IP Rights are not “work made for hire” within the meaning of U.S. Copyright Act 17 U.S.C. Section 101. You must not copy or reproduce all or any part of the IP Rights, whether electronically, mechanically, or otherwise, in any form including, but not limited to, the copying of data, presentation, style, or organization. “IP Rights” mean the nThrive Solutions and all source code, object code, documentation (whether electronic, printed, written or otherwise), working papers, non-client data, programs, diagrams, models, drawings, flow charts, and research (whether in tangible or intangible form or in written or machine-readable form), and all techniques, processes, inventions, knowledge, know-how, trade secrets (whether in tangible or intangible form or in written or machine-readable form), developed or provided by nThrive.

### **5. SECURITY**

**5.1 Security Protections.** The nThrive Solutions are hosted in a secure server environment and uses security measures understood in the industry to be adequate to protect the transmission of sensitive information. nThrive takes security precautions by regularly monitoring its environment and using firewall technologies to prevent interference or access from outside intruders, hackers,

or other destructive programs. In addition, nThrive uses server authentication and data encryption to protect data in the nThrive Solutions.

**5.2 Security Procedures for Breach.** nThrive will promptly notify you of any known unauthorized activity or security breach affecting your account and will use commercially reasonable efforts to restore security to your account. Each party is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the other party. If either party receives from the other, data that the party knows or reasonably should know is not intended for it, the receiving party will immediately notify the sender to arrange for its return, retransmission, or destruction, as the other party directs.

**5.3 Backup Your Content.** You must back up, to your own computer or other device, any important documents, images, or other content that you store or access via the nThrive Solutions. nThrive does not guarantee or warrant that any content you may store, submit to, or access through the nThrive Solutions will not be subject to inadvertent damage, corruption, or loss.

## **6. MODIFICATION OF TERMS AND SERVICE**

nThrive reserves the right to modify these Terms of Use at any time including to add additional terms and conditions related to the specific content in the nThrive Solutions. nThrive will provide you with notification after any such modification of the Terms of Use to indicate that a change has been made, and you will have a reasonable opportunity to review the modified Terms of Use prior to its effective date. You will be required to review and accept the new Terms of Use once they are effective prior to accessing any nThrive Solution. If you do not agree to any Terms of Use (including any updates or modifications to the Terms of Use), then you should not continue to access or use any of the nThrive Solutions once the modifications are effective, and you should alert your nThrive representative of any questions or for a refund if you have paid any prepaid fees.

## **7. TERM AND TERMINATION**

**7.1 Term.** The term of this License (“Term”) commences upon your acceptance of these Terms of Use and, subject to [Section 7.2](#) below, terminates on the date specified in your Master Agreement.

**7.2 nThrive’s Right to Terminate.** nThrive may suspend your access to the nThrive Solutions if it determines, in its sole discretion, that: (i) you are violating these Terms of Use; (ii) if your fees for any nThrive Solution are not paid by the stated payment due date, and the failure to pay continues after nThrive has notified you in writing pursuant to the timeframes set forth in your Master Agreement; or (iii) you are taking or facilitating any action that puts nThrive, its customers, its systems, or its data at risk in any manner. nThrive may provide you with a 10-day period to cure any alleged violations but has no obligation to allow you access to the nThrive Solutions during the 10-day period. If you fail to cure any alleged violation within this 10-day period or if the violation is not capable of being cured, then nThrive may terminate your access to the nThrive Solutions.

**7.3 Effect of Termination.** Upon termination, nThrive will disable your nThrive ID. Termination of your access to the nThrive Solutions should not affect your access to the Marketplace or any other third party applications contained therein. You must not attempt to access or use the nThrive Solutions or represent in any form that you have access to the nThrive Solutions.

## **8. ASSIGNMENT AND SUCCESSORS**

nThrive may assign any of its rights or obligations under this License. You may not assign any of your rights or obligations under this License without nThrive’s prior written consent, and any purported assignment by you without nThrive’s prior written consent is void. Subject to the previous sentence, this License will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns.

## **9. NOTICES**

Any questions, comments or legal notices regarding these Terms of Use or nThrive Portal must be sent by a mail delivery system that can be tracked to the following address: nThrive, Inc., 200 North Point Center East Suite 600, Alpharetta, Georgia, 30022; Attn: Legal Department; with an electronic copy to [notices@medassets.com](mailto:notices@medassets.com) and [rmcontracts@medasets.com](mailto:rmcontracts@medasets.com).

## **10. SURVIVING PROVISIONS**

Sections: 2.5 (Confidentiality), 3 (Third-Party Content); 4 (Intellectual Property), 10 (Surviving Provisions); 11 (Severability and Waiver); and Exhibit A will survive any termination or expiration of this Agreement and continue in full force and effect.

## **11. SEVERABILITY AND WAIVER**

If any part of these Terms of Use is for any reason found to be unenforceable, then the unenforceable provision is reformed to conform to the law and all other parts of these Terms of Use nevertheless remain enforceable. A waiver of enforcement of any terms or conditions contained in these Terms of Use will be effective only if the waiver is in a writing signed by authorized representatives of both parties. Unless specified in the written waiver, a waiver of a breach does not waive: (a) any other or subsequent breach of that term or condition; or (b) any other or subsequent breach of any other term or condition.

**12. CONTROLLING TERMS.** In the event of any conflict between any term or condition of these Terms of Use and any term or condition in your nThrive Master Services Agreement or similar governing document (the “[Master Agreement](#)”), the term or condition in the Master Agreement shall control.

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## **AUTHORIZATION**

By clicking “**I AGREE**,” you represent and warrant that you have the requisite organizational authority and full power to accept the Terms of Use and the Third-Party Provider pass-through terms set forth in Exhibit A.

## EXHIBIT A

### THIRD-PARTY CONTENT PROVIDERS PASS-THROUGH TERMS

The nThrive Solutions may contain third-party content or content that is licensed to nThrive for use with the nThrive Solutions by other Third-Party Providers (collectively, "Third-Party Content"). Use of any nThrive Solution that contains Third-Party Content is conditioned upon your acceptance of the terms set forth in this Exhibit A. If you do not agree to the terms and conditions contained in this Exhibit A, then you will not be able to access any nThrive Solution that contains Third-Party Content, and you should contact your nThrive representative for a refund if you have paid any pre-paid fees.

Except as noted herein or as specified in your Master Agreement or within the nThrive Solutions, Third-Party Content is never distributed to you. In using the nThrive Solutions with Third-Party Content, nThrive does not provide you with a tangible copy or a transfer of a local copy of any Third-Party Content. Further, nThrive does not enable you to make or receive copies of any Third-Party Content and you must not attempt to make or receive copies of such Third-Party Content contained in the nThrive Solutions.

The nThrive Solutions may contain software or components from the open source community that are licensed under the specific terms applicable to such software. Except as noted herein or as specified in your Master Agreement or within the nThrive Solutions, nThrive does not redistribute any open source software and therefore specific conditions of open source licenses to provide notices or further requirements are not triggered or required.

Nevertheless, this Exhibit A and the corresponding Schedules contain common licenses of components that are contained within the nThrive Solutions. Specific additional copyright notices may also be found in the nThrive Solutions.

- Apache 2.0: see Schedule 1
- MIT: see Schedule 2
- BSD: see Schedule 3
- GPL v2: see Schedule 4
- MS-PL: see Schedule 5
- LGPL v2: see Schedule 6
- CPOL 1.02: see Schedule 7
- Open SSL License: see Schedule 8
- Mozilla Public License: see Schedule 9
- Creative Commons: see Schedule 10

If you have any questions regarding nThrive's use of Third-Party Content, please contact your nThrive representative or e-mail your question to [RevenueRequests@medassets.com](mailto:RevenueRequests@medassets.com).

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### AUDIT, CDI, CODING, TRANSCRIPTION, CATALYST, AND PLATFORM (COLLECTIVELY, THE HIM SOLUTIONS)

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IniFile	CPOL 1.02	see Schedule 7	
SharpZipLib	MIT	see Schedule 2	Copyright © 2000-2016 SharpZipLib Contributors
WPFControls.Intellibox	MIT	see Schedule 2	Copyright (c) 2010 Stephen P Ward and Joseph E Feser
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### CLAIMSHOP

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**ABN MANAGEMENT (F/K/A ABN MANAGER), STATE REPORTING AUDITOR (F/K/A AUDITOR), CAREPRICER, CHARGE CAPTURE AUDIT (F/K/A CCA), CDM ENTERPRISE, CDM MANAGER, CDM MASTER, CLAIMS MANAGEMENT, COLLECTIONS MANAGEMENT, CONTRACT MODELER, DENIALS MANAGEMENT (F/K/A XCLAIM, XCOLLECT, XDM), CLINICAL CODING EXPERT, HARVEST CONTRACT MANAGEMENT SYSTEM, KNOWLEDGESOURCE, KNOWLEDGESOURCE PROFESSIONAL (F/K/A KNOWLEDGESOURCE PRO), RECOVERY AUDIT MANAGER (F/K/A MEDASSETS CLAIMS AUDITOR), INTEGRATED CODE CHECK VIA WEB SERVICES OR INTEGRATED CODE CHECK VIA DATA FILES (F/K/A MEDASSETS CONTENT SERVICES), REVENUEDASHBOARD, AND STRATEGIC PRICING (COLLECTIVELY, THE "NTHRIVE SOLUTIONS WITH AMA CONTENT")**

If you are licensed to use any nThrive Solutions with AMA Content, then the following terms and conditions apply to you:

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## AMA END USER AGREEMENT

The nThrive Solutions with AMA Content contain content licensed to nThrive by the American Medical Association (the "[AMA Content](#)"). As such, use of the nThrive Solutions with AMA Content and any AMA content contained in these solutions are subject to additional terms and conditions from the AMA as stated below. Please carefully read the following terms and conditions before accessing and using the nThrive Solutions with AMA Content. By clicking "**I AGREE**" and accessing and using any nThrive Solutions with AMA Content, you (as an "[End User](#)") acknowledge your acceptance of these terms and conditions (the "[AMA End User Agreement](#)"). You also acknowledge that you have read the AMA End User Agreement and agree to abide by and be bound to the AMA End User Agreement. As used in this AMA End User Agreement, "[AMA](#)" means the American Medical Association a not-for-profit corporation, located at 515 North State Street, Chicago, Illinois 60654, USA. "[End User](#)" means both you, as an individual, and the company you represent.

If you do not agree with the terms and conditions of the AMA End User Agreement, then you will not be allowed to access the nThrive Solutions with AMA Content and you should contact your nThrive representative for a refund.

### 1. GRANT OF RIGHTS; RESTRICTIONS

(a) nThrive licenses certain content from the AMA, including content from the Current Procedural Terminology ("[CPT](#)") Book and the CPT data files (collectively, the "[Editorial Content](#)"). The AMA license granted is a nontransferable, nonexclusive license, for the sole purpose of internal use by End User within the Territory.

(b) End User is 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 nThrive Solutions with AMA Content, or a copy or portion of the nThrive Solutions with AMA Content.

(c) Provision of updated Editorial Content in the nThrive Solutions with AMA Content is dependent on continuing contractual relationship between nThrive and the AMA.

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### CPOL 1.02

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