

**U.S. GOVERNMENT LICENSE AGREEMENT
FOR USE OF CURRENT DENTAL TERMINOLOGY (CDT™)**

Centers for Medicare & Medicaid Services

This LICENSE AGREEMENT (hereinafter referred to as "License Agreement" or "Agreement") is made and effective August 1, 2004 ("Effective Date"), by and between AMERICAN DENTAL ASSOCIATION, an Illinois not-for-profit corporation with its principal place of business at 211 East Chicago Avenue, Chicago, Illinois 60611-2678 (hereinafter referred to as "ADA") and THE CENTERS FOR MEDICARE & MEDICAID SERVICES, United States Department of Health and Human Services, an agency of the United States government, with offices at 7500 Security Blvd.; Baltimore, MD 21244-1850 (hereinafter referred to as "Licensee" or "CMS").

WITNESSETH:

WHEREAS, ADA has developed a publication entitled *Current Dental Terminology* (hereinafter referred to "CDT") as revised from time to time, for use in dental offices for purposes of keeping patient records, reporting procedures on patients and processing dental insurance claims for that dental practice; and

WHEREAS, *CDT* contains a number of components including but not limited to the *Code on Dental Procedures and Nomenclature*, a glossary, the ADA Dental Claim form, and other dental information; and

WHEREAS, Licensee acknowledges and agrees that ADA owns all right, title and interest in and to the CDT including, but not limited to, the entire exclusive copyright and all other intellectual property rights, and except as otherwise provided by law, all rights of commercialization, rental or sale of the CDT or any part thereof, all rights to make derivative works of the CDT, and all rights to distribute the CDT and copies thereof; and

WHEREAS, Licensee acquires no proprietary interest in the CDT, including without limitation the codes, nomenclature and descriptors; and ADA retains all ownership rights in the CDT. Licensee shall have only the rights expressly granted herein, and all other rights in the CDT shall be owned and retained by ADA; and

WHEREAS, ADA desires to license CDT to various licensees, including the Licensee, for inclusion in their computer software systems, publications and/or presentations; and

WHEREAS, LICENSEE has responsibility for administering various dental care reimbursement, oversight, and other programs in which procedures performed by dentists are routinely reported to LICENSEE, its agents, and other entities participating in programs administered by LICENSEE; and

WHEREAS, LICENSEE has developed a system of nomenclature called Common Procedure Coding System (HCPCS) for these purposes; and

WHEREAS, LICENSEE has concluded that CDT is suitable for uses in the HCPCS and desires to incorporate CDT in its computer software system (hereinafter referred to as the

“System”) used internally by LICENSEE in connection with the HCPCS (the “Licensed Use”); and

WHEREAS, ADA is willing to permit LICENSEE, its agents, and other entities participating in programs administered by LICENSEE (“Entities”) to use CDT’s codes and terminology as part of HCPCS (Note: this definition of Entities does not extend to organizations with contracts under Section 1852 of the Social Security Act (the Act)); and

WHEREAS, LICENSEE has required certain of its Entities to publish the Common Procedures Coding System (which includes CDT) on their Internet web sites and in other electronic media in connection with LICENSEE programs.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. During the term of this Agreement, ADA hereby grants an individual, non-exclusive, non-transferable, limited license to Licensee to install on Licensee’s System, use and copy the current version of the CDT as well as the most recent Update as defined in Paragraph 6 herein, for the purpose of processing dental claims filed with Licensee. This License grants Licensee the right to:

- (a) install CDT on internal computer systems to process claims and develop contracts with providers;
- (b) retrieve codes, nomenclature and descriptors via the commands contained in CDT for the exclusive use of the Licensee; and
- (c) develop utilization data using CDT.

Access to and use of CDT is permitted only to the extent specified herein this License Agreement, including Attachment A, which is attached hereto and hereby made part of this License Agreement.

2. This License Agreement is limited to the use of CDT without modification, interpolation or change. Licensee shall not and shall not authorize anyone else to alter, amend, change or modify CDT, including the codes, descriptions or output of CDT. Licensee may not redistribute, furnish, sell, assign or otherwise transfer CDT, including the codes or descriptions, or any portion thereof in any form to any other person, firm or entity, except as expressly permitted in this License Agreement.

Licensee is expressly prohibited from reproducing or distributing all or any part of CDT, including the codes or descriptions, via global computer networks, including the Internet. Provided, however, specific uses of CDT on the Internet by Licensee may be approved on a case by case basis by contacting the ADA’s legal department in writing. In addition, procedure codes and their corresponding nomenclature may appear on a Licensee’s password protected or otherwise secured website for the limited purposes set forth in paragraph one above. If the website identifies procedure codes and nomenclature, a statement must also be included on the website advising that the full version of CDT contains descriptors instructing how the codes are intended to be utilized. Website usage must display all the copyright notices provided for in this License Agreement.

Licensee shall have only the rights expressly set forth in this License Agreement and Attachment A; all other rights in and to CDT shall remain in and be owned by ADA.

3. Licensee may not remove or obscure ADA's copyright notices or any other proprietary notices or legends contained in the CDT. In the event any Output, does not contain the full text of such notices and legends, Licensee agrees that it will affix the copyright notice specified below on the Output, or such other notice as reasonably specified by ADA in writing from time to time. As used herein this paragraph, "Output" means any electronic or printed copy of the CDT, or portions thereof (including without limitation any complete or partial listings of the CDT codes, nomenclature or descriptors) created by Licensee.

Current Dental Terminology (including procedure codes, nomenclature, descriptors and other data contained therein) is copyright © 2002, 2004 American Dental Association. All rights reserved. Applicable FARS/DFARS Apply.

4. This License Agreement shall commence on the Effective Date and shall terminate on December 31, 2010 or on the effective date of the next Update of the CDT, whichever is later. Upon termination of this License Agreement, regardless of cause, all rights granted hereunder shall revert to ADA.

5. The grant of the license described herein and delivery of one copy of CDT, are being provided at no charge to the Licensee.

6. ADA reserves the right to modify the CDT, including the codes, nomenclature and descriptors, or any part thereof, at any time (all such modified versions that are made commercially available by ADA are hereinafter referred to as "Updates"). ADA shall retain all rights, title and interest in all such Updates and in all other derivatives of the CDT. Upon the commercial release of each new Update, ADA shall deliver a copy of such Update to Licensee. All Updates are part of the CDT once delivered to Licensee and are governed by this Agreement.

7. EXCEPT AS EXPRESSLY STATED HEREIN, THE CDT AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE CDT.

8. IN NO EVENT WILL ADA BE LIABLE FOR ANY LOST PROFITS OR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, ARISING OUT OF THIS LICENSE AGREEMENT OR THE USE OF THE CDT OR DOCUMENTATION, EVEN IF ADA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BEYOND THE AMOUNT OF THE LICENSE FEES PAID BY LICENSEE HEREUNDER.

9. ADA warrants that the medium upon which CDT, and each Update, is provided to Licensee will be free from defects in material and workmanship under normal use for a period of ninety (90) days from the date of Licensee's receipt thereof. Licensee's exclusive remedy for breach by ADA of its limited warranty shall be replacement of any defective medium returned to ADA within the warranty period.

10. ADA will defend, indemnify and hold harmless Licensee from and against any claims that CDT, as provided to Licensee, infringes any United States copyright or patent of any third party; provided, however, that Licensee must promptly notify ADA in writing of any such claim. If CDT is, or in ADA's opinion is likely to be, the subject of any such claim, ADA may, at its option and expense, secure for Licensee the right to continue using CDT, replace or modify CDT so that it is non-infringing or terminate this Agreement and grant Licensee a refund for CDT equal to a pro rata portion of the licensee fee paid by Licensee. The foregoing states ADA's entire liability with respect to claims of infringement of patents and copyrights by CDT or any portion thereof or as a result of its operation.

11. In the event of:

- (a) use of CDT, including the codes, nomenclature and descriptors, in an unauthorized manner;
- (b) use of CDT by any person not authorized by Paragraph 1 of this License Agreement;
- (c) use of CDT for a purpose not specifically permitted by this Agreement; or
- (d) any other violation of this Agreement by Licensee,

all rights under this Agreement shall terminate and revert to ADA.

12. Licensee shall not, without prior written consent of ADA, assign, delegate, sublicense, pledge, or otherwise transfer this License Agreement.

13. This License Agreement does not make Licensee or ADA the agent or legal representative of the other party for any purpose whatsoever. Neither Licensee nor ADA is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.

14. The waiver by either party of any breach of any provision of this License Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision, and failure to exercise any right arising from any default or breach hereunder shall not be deemed a waiver of such right, which may be exercised at any subsequent time. No waiver of any provision of this License Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced.

15. This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois to the extent consistent with federal law, regardless of the place of its physical execution and without regard to its choice of laws provisions. Any suit brought hereon shall be brought exclusively in the federal courts sitting in Chicago, Illinois, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personal jurisdiction over it and consents to service of process in any manner authorized by federal rules of civil procedure.

16. This instrument, including Attachment A and its Exhibits, contains the entire agreement of the parties with respect to the subject matter hereof. It may not be modified or changed orally, but only by an agreement in writing signed by both parties.

17. All notices, requests for approval, and other communications in connection with this Agreement shall be delivered in person or by certified mail to the persons at the addresses set

forth below, or to such other person(s) or address(es) which may be subsequently designated in writing by the respective parties and shall be considered received under the terms of this Agreement when actually received by the party.

TO ADA:

Executive Director
American Dental Association
211 East Chicago Avenue
Chicago, Illinois 60611

With a copy to the ADA Office of the
Chief Counsel at the same address.

TO LICENSEE:

Job Title
Federal Agency name
Centers for Medicare & Medicaid Services
6325 Security Boulevard
Baltimore, Maryland 21207

IN WITNESS WHEREOF, the parties have executed this License Agreement all on the day and year first written above.

LICENSEE:

By: Laurence Wilson

Name: Laurence Wilson

Title: Director of CCPG, CMM

Date: 9/2/04

AMERICAN DENTAL ASSOCIATION

By: Mary Logan

Name: Mary Logan

Title: Chief Operating Officer

Date: 9/1/04

ATTEST:

[Signature]

**U.S. GOVERNMENT LICENSE AGREEMENT
FOR USE OF CDT**

ATTACHMENT A

1. ADA hereby grants LICENSEE a non-exclusive, royalty-free license authorizing LICENSEE to distribute the CDT to Entities. This distribution agreement will permit Entities, as mandated by LICENSEE requirements, to post or include certain materials that contain the CDT on their web sites or in Electronic Media as defined herein in accordance with the following terms:

2. A) The phrase "Electronic Media" means information sent via e-mail, tapes, disk or CD-ROM. Entities may include CDT codes and nomenclature or descriptors (as defined herein) in the following types of materials (referred to collectively as "Documents") to be included on their Internet web sites and Electronic Media:
 - 1) Local Medical Review Policies (LMRP)
 - 2) Bulletins/ Newsletters
 - 3) Program Memoranda and Billing Instructions
 - 4) Coverage and Coding Policies
 - 5) Program Integrity Bulletins and correspondence.
 - 6) Educational/Training Materials
 - 7) Special mailings containing information that would otherwise be included in the aforementioned publications, but due to time constraints require expedited handling
 - 8) Fee Schedules (subject to paragraph 4E hereof)
 - 9) Program/policy handbooks or manuals
 - 10) Computer based training manuals

- B) Other materials that may be added to this list based on subsequent amendments to the License Agreement to meet LICENSEE's needs, including the need to reflect LICENSEE obligations with respect to Internet files and data containing the CDT.

- C)
 - 1) Entities may provide copies of the Document(s) in Electronic Media to requestors in order to comply with Freedom of Information Act requests provided that only CDT codes and nomenclature as defined herein are included in the Document(s) and the Entities comply with paragraphs 1, 2, 3, 4, 5, 6, 8, and 9 of this Attachment.

 - 2) Entities may provide copies of the Document(s) to the Health and Human Services' Office of Inspector General, the General Accounting Office, and to other Federal and State agencies, provided that the Entities comply with paragraphs 1, 2, 3, 4, 5, 6, 7, 8, and 9 of this Attachment. LICENSEE and/or the Entity will notify such Federal and State agencies in writing that its use of the Document(s) is subject to the terms of this Attachment.

- D) The Documents should convey Medicare, State Children's Health Insurance Program (SCHIP), or Medicaid specific information and not CDT coding advice. Documents should not be designed to substitute for the CDT publication with respect to codes, long descriptions, notes and/or guidelines for any user.

- E) As defined in the CDT manual, (i) “codes” means the Dental Procedure Codes, each of which is comprised of a five character alphanumeric code beginning with the letter “D” that identifies a specific dental procedure, (ii) “nomenclature” means a written, literal definition of a “code”, which is printed in boldface type in the CDT manual, and (iii) “descriptors” means written narratives that provide further definitions and intended uses for various “codes” or series of “codes”. Pursuant to this Attachment, use of the “codes” is also permitted wherever use of CDT “nomenclature” is permitted; and use of the both the “codes” and the “nomenclature” is also permitted wherever use of CDT “descriptors” is permitted.
3. Entities may use CDT codes and nomenclature in their Documents subject to paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 12 hereof.
4. A) Except as specified in 4C, Entities may use CDT descriptors in Document(s), provided that use of CDT descriptors does not exceed over fifteen (15) percent of a Category of Service – e.g., Restorative. The above 15% limitation on the use of CDT descriptors described above shall not apply if the Category of Service of CDT as described has less than fifteen (15) CDT codes. There may be other circumstances where the fifteen (15) percent rule may be waived by the ADA. The ADA and LICENSEE will address requests for waivers on a case-by-case basis. The ADA will respond by letter or other written notification of its decision regarding any such written waiver request from LICENSEE or its Entities.
- B) For purposes of calculating the amount of “use” of CDT descriptors as permitted herein, each distinct document, such as an individual issue of a Document, is evaluated separately. The ADA agrees to provide counts (total and fifteen (15) percent) of the number of CDT codes included in the CDT Book Category of Service sections on an annual basis to LICENSEE and/or its Entities in order to assist Entities in their compliance with this Attachment.
- C) Fee Schedules may include CDT codes and nomenclature. In no event shall any Fee Schedule contain CDT descriptors. This prohibition includes, but is not limited to, Fee Schedules with listings of CDT codes and/or descriptors, with or without associated fees, and the annual new codes and descriptors included in the CDT book (unless the Category of Service of CDT as described has less than fifteen CDT codes). Further, in no event shall a Fee Schedule be designed to substitute for the CDT book for an individual user.
5. LICENSEE shall develop samples of permitted formats of display of CDT to be used by Entities as contemplated by this Attachment. The formats shall emphasize the requirements of this Attachment and the License Agreement including the requirements of copyright notices, separation of CDT material and non-CDT material via distinct sections, typography or text, and/or by separate listings of CDT where such listings are permitted. Such sample formats shall be attached to this Attachment as Exhibit 1 and made a part of this Attachment. LICENSEE shall distribute such formats to Entities to implement this Attachment.
6. The following copyright notice shall appear on the Internet web page including or immediately prior to the initial appearance or display of all or any portion of CDT in the

Documents and on the first page of downloaded Documents that include all or any portion of CDT:

Current Dental Terminology (including procedure codes, nomenclature, descriptors and other data contained therein) is copyright © 2002, 2004 American Dental Association. All rights reserved. Applicable FARS/DFARS Apply.

Notwithstanding the foregoing, e-mail communications containing a limited reference to CDT codes (e.g., six CDT codes) need not contain the copyright notice.

7. Subject to paragraph 8 below, Entities must include a point and click license (with the same terms as contained in Exhibit 2) on their Internet web sites and in any Electronic Media that they distribute to users outside their organizations, if the web site or Electronic Media contains any Document that includes all or any portion of CDT. Notwithstanding the foregoing, Electronic Media containing a limited reference to CDT codes (e.g., six CDT codes) need not contain the copyright notice.

A) "Point and click" license, as required by this Attachment, means a license that appears on a computer screen or web page and includes a computer program or web page mechanism that requires users to indicate whether they accept the terms of the license by pointing their cursor and signaling, by clicking, that they accept the terms of said license prior to access to CDT.

B) At the Entity's option, this "point and click" license must appear either before initial access is granted to any group of web pages within an Entity's web site that contain CDT (e.g., before a section of bulletins or LMRPs, etc) or prior to each Document that contains all or any portion of CDT. Additionally, the "point and click" license must appear before each file download containing all or any portion of CDT.

C) Computer-based training modules that function as software must include an embedded point and click license containing the provisions of Exhibit 2 if they contain CDT codes, descriptions, notes or guidelines. The software shall include a mechanism that requires the acceptance of the point and click license before installation of the program. The provisions of paragraphs 1, 2, 3, 4, 5, 6, 7, 9, 10 and 12 of this Exhibit also apply to computer-based training modules.

D) Entities may include additional terms in the point and click license described herein provided they do not conflict with the terms of Exhibit 2, and provided they do not expose the ADA to liability or jeopardize any ADA rights in CDT including copyright and trademark. Entities shall revise the referenced point and click licenses upon reasonable notice from LICENSEE in order to protect the ADA's rights including copyright and trademark in CDT and to comply with U.S. governmental rights provisions, after the ADA notification to LICENSEE.

8. If an Entity is unable to use a point and click license in Electronic Media, such Entity shall include a "shrink-wrap license" (with the same terms as contained in Exhibit 3) in any Electronic Media that it distributes to users outside its organization whenever such Electronic Media contains any Document that includes all or any portion of CDT. Notwithstanding the

foregoing, Electronic Media containing a limited reference to CDT codes (e.g., six CDT codes) need not contain the copyright notice.

A) A "shrink-wrap license," as required by this Attachment, means a license that is printed on the outside packaging of the Electronic Media, or packaged and shipped or emailed along with such Electronic Media; provided, however, the shrink-wrap license must be conspicuous and the user of the Electronic Material must be able to see and read the entire text of the shrink-wrap license prior to installing the Electronic Media on a computer system.

B) Entities may include additional terms in the shrink-wrap license described herein provided they do not conflict with the terms of Exhibit 3 and provided they do not expose the ADA to liability or jeopardize any ADA rights in CDT, including copyright and trademark rights. Entities agree to revise the license in Exhibit 3, upon reasonable notice from LICENSEE, in order to protect the ADA's rights including copyright and trademark rights in CDT and to comply with U.S. governmental rights provisions, after ADA notification to LICENSEE.

9. A) Bulletins/Newsletters posted on an Entity's Internet web site before the date the Entity receives written notification from LICENSEE of the requirements of this Attachment (as required by paragraph 11 of this Attachment) do not need to comply with paragraph 7 hereof, provided that the applicable copyright notice is contained therein as required by the Agreement.

B) Except for Bulletins/Newsletters, all Documents posted on an Entity's Internet web site *more than* six (6) weeks from the date Entity receives written notification from LICENSEE pursuant to paragraph 11 of this Attachment must conform to paragraph 4 hereof, whether such Documents are newly issued or revised. Except for Bulletins/Newsletters, all Documents posted on the Entity's Internet web site *less than* six (6) weeks from the date the Entity receives written notification from LICENSEE of the requirements of this Attachment pursuant to paragraph 11 of this Attachment must conform with paragraph 4 of this Attachment by no later than twelve (12) months after the effective date of the Attachment.

C) In no event may the Documents described in paragraph(s) 9A and/or 9B be designed to substitute for the CDT publication for any user. LICENSEE agrees to work with the ADA to address any unauthorized Documents to protect ADA's copyright in CDT.

10. Entities may not charge a fee for distribution of Document(s) over the Internet or by electronic media, except that training materials including CDT distributed over the Internet or by electronic media may be distributed for no more than their cost. Should the need arise, the parties agree to negotiate in good faith to allow distribution of other Document(s) over the Internet at no more than their cost. Entities may distribute Electronic Media that include Document(s) containing over fifteen (15) percent of a section or subsection of CDT at no more than their cost.

11. LICENSEE will convey the requirements of this Attachment and provide a copy of the Attachment to the Entities through Program Memoranda or other normal mode of program communications as soon as possible but in no event later than eight (8) weeks after the Effective Date of this License Agreement. LICENSEE shall be responsible for ensuring Entity compliance with the provisions of this Attachment through its normal mechanism of ensuring LICENSEE program compliance.

12. This Attachment authorizes use of CDT only for purposes related to participating in LICENSEE programs. Distribution of materials containing CDT codes, nomenclature and descriptors that are unrelated to LICENSEE programs, including, but not limited to, incorporation of CDT into commercial products, shall require a separate license agreement with the ADA.

13. Medicaid agencies and SCHIPs and their fiscal agents shall have the option to agree to the license under this Attachment as if they were "Entities," as defined herein, subject to the following.

A) LICENSEE shall send all Medicaid agencies and SCHIPs a written notification with a copy of the Attachment not later than eight (8) weeks after the Effective Date of this Attachment notifying them in writing of all terms of this Attachment. This written notification shall include a form, which shall be subject to the approval of the ADA, where said Medicaid agencies and SCHIPs and their fiscal agents may agree to the terms of this Attachment as if they were Entities. (Form)

B) LICENSEE shall provide the ADA with copies of the Forms after they are executed by the respective Medicaid agencies and SCHIPs and their fiscal agents.

C) The parties acknowledge that Medicaid agencies and SCHIPs and their fiscal agents shall have the right to be covered by this Attachment, or if it so elects, it may attempt to negotiate a separate agreement with the ADA.

D) LICENSEE shall notify the ADA if it is aware that a Medicaid agency or SCHIP or fiscal agent that has elected to be subject to the terms of this Attachment is not in compliance with this Attachment.

E) A Medicaid agency, SCHIP and/or fiscal agent that has agreed to be subject to the terms of this Attachment will be subject to the appropriate action by the ADA, in the event that such Medicaid agency and/or fiscal agent is not in compliance with any provisions of this Attachment applicable to Entities.

14. Upon written request by any Entity that entered into an agreement with the ADA regarding the specific subject matter of this Attachment, the ADA shall cancel said applicable agreement(s) to allow said Entity the benefit of this Attachment. The ADA shall notify said Entities of this provision as soon as practical after the Effective Date of this Attachment.

EXHIBIT 1

Sample CDT Descriptor

D0120 periodic oral evaluation

An evaluation performed on a patient of record to determine any changes in the patient's dental and medical health status since a previous comprehensive or periodic evaluation. This includes periodontal screening and may require interpretation of information acquired through additional diagnostic procedures. Report additional diagnostic procedures separately.

The dental procedure code, nomenclature and descriptor above has been obtained from *Current Dental Terminology* (including procedure codes, nomenclatures, descriptors and other data contained therein) ("CDT"). CDT is copyright © 2002, 2004 American Dental Association. All rights reserved. Applicable FARS/DFARS apply.

Sample CDT Descriptor in a Document

Guidelines for administering the dental benefit – Diagnostic Procedures

Clinical oral evaluations are covered diagnostic procedures that must be distinguished from preventive (e.g., dental prophylaxis) procedures. The following CDT procedure code is most common.

Periodic evaluation is an eligible procedure. Benefits are limited to twice annually for each covered member. The date of service should be the actual date of the examination.

*** D0120 periodic oral evaluation**

An evaluation performed on a patient of record to determine any changes in the patient's dental and medical health status since a previous comprehensive or periodic evaluation. This includes periodontal screening and may require interpretation of information acquired through additional diagnostic procedures. Report additional diagnostic procedures separately.

* The dental procedure code, nomenclature and descriptor above has been obtained from *Current Dental Terminology* (including procedure codes, nomenclatures, descriptors and other data contained therein) ("CDT"). CDT is copyright © 2002, 2004 American Dental Association. All rights reserved. Applicable FARS/DFARS apply.

Sample CDT Nomenclature In A Fee Schedule

Revised 2003 National Dental Diagnostic Procedures Fee Schedule

<u>* CDT Code</u>	<u>* Nomenclature</u>	<u>Scheduled Amount</u>
D0120	periodic oral evaluation	40
D0140	limited oral evaluation – problem focused	50
D0150	comprehensive oral evaluation – new or established patient	65
D0160	detailed and extensive oral evaluation – problem focused, by report	100
D0210	intraoral - complete series (including bitewings)	95
D0220	intraoral – periapical first film	22
D0230	intraoral – periapical each additional film	15
D0272	bitewings – two films	35
D0274	bitewings – four films	<u>49</u>

* The CDT Code and Nomenclature above has been obtained from *Current Dental Terminology* (including procedure codes, nomenclatures, descriptors and other data contained therein) (“CDT”). CDT is copyright © 2002, 2004 American Dental Association. All rights reserved. Applicable FARS/DFARS apply.

EXHIBIT 2

POINT AND CLICK LICENSE FOR USE OF CURRENT DENTAL TERMINOLOGY" ("CDT"TM)

End User License Agreement

These materials contain Current Dental Terminology (CDTTM), copyright © 2002, 2004 American Dental Association (ADA). All rights reserved. CDT is a trademark of the ADA.

THE LICENSE GRANTED HEREIN IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. BY CLICKING BELOW ON THE BUTTON LABELED "I ACCEPT", YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

IF YOU DO NOT AGREE WITH ALL TERMS AND CONDITIONS SET FORTH HEREIN, CLICK BELOW ON THE BUTTON LABELLED "I DO NOT ACCEPT" AND EXIT FROM THIS COMPUTER SCREEN.

IF YOU ARE ACTING ON BEHALF OF AN ORGANIZATION, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACT ON BEHALF OF SUCH ORGANIZATION AND THAT YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT CREATES A LEGALLY ENFORCEABLE OBLIGATION OF THE ORGANIZATION. AS USED HEREIN, "YOU" AND "YOUR" REFER TO YOU AND ANY ORGANIZATION ON BEHALF OF WHICH YOU ARE ACTING.

1. Subject to the terms and conditions contained in this Agreement, you, your employees and agents are authorized to use CDT only as contained in the following authorized materials and solely for internal use by yourself, employees and agents within your organization within the United States and its territories. Use of CDT is limited to use in programs administered by Centers for Medicare & Medicaid Services (CMS). You agree to take all necessary steps to ensure that your employees and agents abide by the terms of this agreement. You acknowledge that the ADA holds all copyright, trademark and other rights in CDT. You shall not remove, alter, or obscure any ADA copyright notices or other proprietary rights notices included in the materials.
2. Any use not authorized herein is prohibited, including by way of illustration and not by way of limitation, making copies of CDT for resale and/or license, transferring copies of CDT to any party not bound by this agreement, creating any modified or derivative work of CDT, or making any commercial use of CDT. License to use CDT for any use not authorized herein must be obtained through the American Dental Association, 211 East Chicago Avenue, Chicago, IL 60611. Applications are available at the American Dental Association web site, <http://www.ADA.org>.
3. Applicable Federal Acquisition Regulation Clauses (FARS)\Department of Defense Federal Acquisition Regulation Supplement (DFARS) Restrictions Apply to Government Use. Please click here to see all U.S. Government Rights Provisions. [Text for "X" should appear when user clicks on the foregoing text link]

4. ADA DISCLAIMER OF WARRANTIES AND LIABILITIES. CDT is provided “as is” without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. No fee schedules, basic unit, relative values or related listings are included in CDT. The ADA does not directly or indirectly practice medicine or dispense dental services. The sole responsibility for the software, including any CDT and other content contained therein, is with **(insert name of applicable entity)** or the CMS; and no endorsement by the ADA is intended or implied. The ADA expressly disclaims responsibility for any consequences or liability attributable to or related to any use, non-use, or interpretation of information contained or not contained in this file/product. This Agreement will terminate upon notice to you if you violate the terms of this Agreement. The ADA is a third party beneficiary to this Agreement.

5. CMS DISCLAIMER. The scope of this license is determined by the ADA, the copyright holder. Any questions pertaining to the license or use of the CDT should be addressed to the ADA. End Users do not act for or on behalf of the CMS. CMS DISCLAIMS RESPONSIBILITY FOR ANY LIABILITY ATTRIBUTABLE TO END USER USE OF THE CDT. CMS WILL NOT BE LIABLE FOR ANY CLAIMS ATTRIBUTABLE TO ANY ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE INFORMATION OR MATERIAL COVERED BY THIS LICENSE. In no event shall CMS be liable for direct, indirect, special, incidental, or consequential damages arising out of the use of such information or material.

The license granted herein is expressly conditioned upon your acceptance of all terms and conditions contained in this agreement. If the foregoing terms and conditions are acceptable to you, please indicate your agreement by clicking below on the button labeled “I ACCEPT”. If you do not agree to the terms and conditions, you may not access or use the software. Instead, you must click below on the button labeled “I DO NOT ACCEPT” and exit from this computer screen.

I ACCEPT

I DO NOT ACCEPT

TEXT FOR X:

“U.S. Government Rights. This product includes *Current Dental Terminology* (“CDT”), which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Dental Association, 211 East Chicago Avenue, Chicago, Illinois, 60611. 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.”

EXHIBIT 3

SHRINK WRAP LICENSE FOR USE OF CURRENT DENTAL TERMINOLOGY (“CDT”™)

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