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CDCREC\_1.2 - ;;CDC, National Center for Health Statistics;;Race & Ethnicity - CDC;;;;Atlanta, GA;;;December 27, 2017;;;;;

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Contact: ;;OMx Personal Health Analytics Inc.;301 - 10359 104 St.;;Edmonton;Alberta;Canada;T5J 1B9;312-440-7742;; <a href="mailto:support@omx.io">support@omx.io</a>; <a href="http://www.drugbank.ca">http://www.drugbank.ca</a>;

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Contact: Jose L. V Mejino Jr. MD; Senior Scientist, Project Director and Curator of FMA; Department of Biological Structure, University of Washington; 1959 NE Pacific Street; Box 357420; Seattle; WA; United States; 98195; 206-543-7118; 206-543-1524; fma@sig.biostr.washington.edu; http://si.washington.edu/projects/fma;

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**HCPCS2024** - ;;;;Healthcare Common Procedure Coding System (HCPCS);;;;Baltimore, MD;Centers for Medicare & Medicaid Services;2024;;;;;;;

The American Medical Association's CPT<sup>TM</sup> codes in HCPCS have a Source Abbreviation of HCPT04. The American Dental Association's CDT codes in HCPCS have a Source Abbreviation of HCDT4.

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Contact: Elspeth Bruford, PhD;Group Co-ordinator;HUGO Gene Nomenclature Committee (HGNC);European Bioinformatics Institute (EMBL-EBI);Wellcome Trust Genome Campus;Hinxton;Cambridge;United Kingdom;CB10 1SD;;+44 (0) 1223 494 468; <a href="https://www.genenames.org">https://www.genenames.org</a>;https://www.genenames.org/;

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NCISEER\_1999 - ;;;;NCI Surveillance, Epidemiology, and End Results (SEER) conversions between ICD-9-CM and ICD-10 neoplasm codes;;;;Bethesda, MD;National Cancer Institute;June 1999;;;;https://seer.cancer.gov/;;Phone: 301-496-8510.;

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SPN2003 - ;;;;Standard Product Nomenclature (SPN);;;;Rockville, (MD); U.S. Food and Drug Administration;2003;;;;;;

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TKMT2011 - ;;;;Traditional Korean Medical Terms;;;;;;2011;Korea;;;;KOR;;

Contact: Jinhyun Kim;Researcher/O.M.D;Information Research Center, TKM Information Research Division, Korea Institute of Oriental Medicine;483 Expo-ro, Yuseong-gu;;Daejeon;;Korea;305-811;+82-42-868-9565, +82-10-2237-2378;+82-42-861-9421; <a href="kjh970203@kiom.re.kr">kjh970203@kiom.re.kr</a>;

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- French (WHOFRE 1997),
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- 8.3.2 specify in all media on which any Licensee Product is distributed the version and date of the International Release contained in the Licensee Product.
- 8.4 The Licensee shall be entitled to use the "SNOMED" and "SNOMED CT" trade marks only on the Licensee Products distributed and modified in accordance with this License Agreement and any services relating thereto but not otherwise and subject to the trade mark utilization Regulation developed by the Licensor and published by the Licensor from time to time. All use by the Licensee of the "SNOMED" and "SNOMED CT" trade marks, and all goodwill resulting from that use, shall inure to the Licensor's benefit.
- 8.5 The Licensee shall maintain quality standards with respect to modifying, supplementing, marketing and distributing the Licensee Products, and any services relating thereto, that are in accordance with applicable law and are at least as stringent as the Regulations developed by the Licensor and published by the Licensor from time to time.
- 8.6 Upon reasonable written notice from the Licensor, the Licensee shall provide the Licensor with such information, documentation and materials (including software) as are reasonably necessary to enable the Licensor to ascertain the Licensee's

compliance with its obligations under this License Agreement. In the absence of circumstances giving the Licensor reasonable grounds to suspect a breach of this License Agreement, the Licensor may not give notice under this **clause 8.6** more frequently than once per year.

- 8.7 If any use of the International Release (including without limitation use through a Licensee Product) is reasonably determined by the Licensor to be below the standards of quality required under this License Agreement, the Licensor shall notify the Licensee of such deficiency in writing. Upon receipt of such notice, the Licensee shall take all necessary steps to correct such deficiency (including such steps as the Licensor may reasonably specify).
- 8.8 The Licensee shall maintain a complete, accurate and up-to-date register of all sub-licenses granted by the Licensee under **clause 2.1.5**, and shall make that register available for inspection during normal business hours by the Licensor and its representatives upon the Licensor giving not less than fourteen (14) days' prior written notice. The register maintained by the Licensee under this **clause 8.8** shall at a minimum contain the following information in respect of each sub-license: the name and registered office of the sub-licensee; the Licensee Product subject to the sub-license; and the version of the International Release included in that Licensee Product. This will enable the Licensor to:
  - (a) verify that the Licensee has complied with this License Agreement when entering into sublicences with End Users; and/or
  - (b) offer support to End Users on termination of this License Agreement.

In the absence of circumstances giving the Licensor reasonable grounds to suspect a breach of this License Agreement, the Licensor may not give notice under this **clause 8.8** more frequently than once per year.

# 9. USE IN MEMBER TERRITORIES AND NON-MEMBER TERRITORIES

- 9.1 The Licensee may only exercise its rights under this License Agreement in a Member Territory in accordance with such conditions as the Member for that Member Territory may prescribe from time to time.
- 9.2 Conditions prescribed by a Member under clause 9.1 may:
  - 9.2.1 include, without limitation, a requirement that the Licensee notify the Member before exercising its rights under this License Agreement in that Member's territory and a requirement that the Licensee enter into a license agreement with the Member in respect of that Member's National Release; and
  - 9.2.2 relate to the International Release, the Member's National Release or any part of either of them.
- 9.3 The Licensee shall notify the Licensor (and, if the Licensee's registered office or principal place of business is situated in a Member Territory, shall also notify the Member for that Member Territory) in writing before exercising its rights under this License Agreement in any Non-Member Territory in respect of which the Licensee has not previously given notice under this clause 9.3. The notice shall be in such form and manner as the Licensor may prescribe from time to time, and shall include such information about the Licensee's current and proposed activities in that Non-Member Territory as the Licensor may require (but the Licensor may require only the same kinds of information as it requires to be provided by new Affiliates proposing to use, license or deploy the International Release or Licensee Products in Non-Member Territories).
- 9.4 In any case where the Licensee gives notice to a Member in accordance with **clause 9.3**, the Licensee consents to that Member providing the content of that notice to the Licensor.
- 9.5 For purposes of this **clause 9**, the Licensee exercises its rights under this License Agreement in any Member Territory or Non-Member Territory if, without limitation, it:
  - 9.5.1 performs any act permitted by this License Agreement in that Member Territory or Non-Member Territory (as the case may be);
  - 9.5.2 deploys the International Release (or any part of it) or any Licensee Product in that Member Territory or Non-Member Territory (as the case may be); or
  - 9.5.3 distributes or licenses a Licensee Product for use in, or to any person who is situated in, that Member

Territory or Non-Member Territory (as the case may be).

#### 10 AFFILIATE STATUS

10.1 During the term of this License Agreement the Licensee shall be an Affiliate.

### 11. REPRESENTATIONS AND WARRANTIES

- 11.1 To the extent permitted by law, the Licensor excludes all representations, warranties and conditions that would otherwise be implied by law in this License Agreement (including, without limitation, all implied warranties of quality or fitness for a particular purpose).
- 11.2 Without limiting **clause 11.1**, the Licensor does not represent or warrant that the International Release or any part of it will satisfy any of the Licensee's requirements, operate in combinations selected by the Licensee or be free from defects or errors.

#### 12. LIMITATION OF LIABILITY

- 12.1 The Licensor shall not be liable to the Licensee or to any other person, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, for any of the following arising under or in connection with this License Agreement (including, without limitation, in respect of the Licensee's use of or inability to use the International Release or any part of it):
  - 12.1.1 indirect or consequential loss;
  - 12.1.2 special or punitive damages;
  - 12.1.3 loss of profits, loss of savings and loss of revenue;
  - 12.1.4 loss of business, loss of reputation and loss of goodwill; and
  - 12.1.5 loss of data.
- 12.2 Neither the Licensor nor any Member shall be liable to the Licensee or any other person for any failure by the Licensor or the Member (as the case may be) to maintain or distribute any Extension (or part thereof) or Derivative transferred to the Licensor or the Member (as the case may be) in accordance with **clauses 3.4** or **3.5**.
- 12.3 The liability of the Licensor arising in any year under or in connection with this License Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall not in any event exceed the License Fees paid by the Licensee in respect of that year.
- 12.4 Nothing in this License Agreement excludes or limits the liability of either party for:
  - 12.4.1 fraud (including fraudulent misrepresentation);
  - 12.4.2 death or personal injury caused by the negligence of that party;
  - 12.4.3 any breach of its obligations implied by section 12 of the Sale of Goods Act 1979; or
  - 12.4.4 any other liability that by law cannot validly be excluded or limited (but only to the extent that the liability cannot validly be excluded or limited).

#### 13. ASSIGNMENT

- 13.1 The Licensee may not assign, novate or otherwise transfer any of its rights or obligations under this License Agreement to any person without the prior written consent of the Licensor, not to be unreasonably withheld.
- 13.2 The Licensor may transfer all of its rights and obligations under this License Agreement to any person to whom the Licensor transfers the Intellectual Property Rights in respect of which the licenses under this License Agreement are granted.

### 14. GENERAL PROVISIONS

- 14.1 This License Agreement contains the entire agreement between the parties relating to the subject matter of this License Agreement, supersedes all previous agreements between the Parties relating to that subject matter and sets out the entirety of the Licensee's rights in respect of the International Release.
- 14.2 Each party acknowledges that, in entering into this License Agreement, it has not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of the other party before the date of this License Agreement.
- 14.3 Except as provided in **clause 6.3**, this License Agreement may not be varied except in writing signed by both parties and expressed to vary this License Agreement.
- 14.4 Nothing in this License Agreement shall give either party the ability to act or incur obligations or liability on behalf of the other party or constitutes a joint venture, agency, partnership or employment relationship between the parties.
- 14.5 If any term of this License Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of this License Agreement, or the legality, validity or enforceability in any other jurisdiction of that or any other term of this License Agreement.
- 14.6 The Licensee agrees that the Licensor may appoint third parties to process personal data provided by the Licensee to the Licensor under or in connection with this License Agreement (including without limitation payment details provided in connection with the payment of License Fees). In connection with any such appointment, personal data provided by the Licensee may be transferred to, and processed in, a country outside the United Kingdom. The laws governing the processing of personal data may be less stringent in such a country than in the United Kingdom and the country in which the Licensee is based.

### 15. GOVERNING LAW AND JURISDICTION

- 15.1 This License Agreement shall be governed by, and construed in accordance with, English law.
- 15.2 The English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this License Agreement (including a dispute regarding its existence, validity or termination).
- 15.3 Clause 15.2 is for the benefit of the Licensor only. As a result, the Licensor shall not be prevented from taking proceedings relating to any dispute in any other courts with jurisdiction. To the extent permitted by law, the Licensor may take concurrent proceedings in any number of jurisdictions.

#### Appendix A

## **Defined Terms**

In this License Agreement, the following defined terms have the following meanings:

Term	Meaning	
Affiliate	an affiliate of the Licensor in accordance with the Licensor's Articles of Association;	
Cross-Map	a work consisting of (i) SNOMED CT Content and (ii) content of another nomenclature, classification or knowledge structure, together with a set of relationships between (i) and (ii);	
Data Processing System	a computer system that is used to analyze or create records or other data that is encoded using SNOMED CT;	
	a work consisting of	
	a. SNOMED CT Content, from the SNOMED CT CORE or an Extension; together with	

Derivative	b. either (i) additional properties and/ or information about such SNOMED CT content; and/ or (ii) any set of relationships between that SNOMED CT Content and content of other nomenclature, classification or knowledge structure, and includes a Cross-Map and a Sub-Set;	
End User	a third party user of a Licensee Product;	
Extension	a work consisting of SNOMED CT Content alone that is supplementary to the SNOMED CT Core and that depends on the SNOMED CT Core;	
Hospital	a health care body or organisation providing secondary and/ or tertiary care;	
Intellectual Property Rights	patents, trade marks, service marks, copyright (including rights in computer software), moral rights, database rights, rights in designs, trade secrets, know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect in any jurisdiction;	
International Release	the release produced and distributed by or on behalf of the Licensor, consisting of the SNOMED CT Core, the Specifications and the Licensor's Derivatives and other documents and software;	
License Fees	the license fees set out in Appendix B (License Fees in Non- Member Territories);	
Licensee Products	products distributed or licensed by the Licensee that (1) include or interoperate with the International Release (or any part of i t) and/ or any Extensions or Derivatives created by the Licensee under this License Agreement, or (2) read or write records or other data that is encoded using SNOMED CT;	
Member	a member of the Licensor;	
Member Territory	a territory that is represented by a Member ( as published by the Licensor from time to time);	
Namespace Identifier	a code or that part of a code that identifies the organization responsible for creating and maintaining a Standards-Based Extension or a Standards-Based Derivative and is used as an element of SNOMED CT Identifiers;	
National Release	in respect of each Member, the release produced and distributed by the Member, consisting of the International Release, the Member's Extensions, the Member's Derivatives and other documents and software;	
Non- Member Territory	a territory that is not a Member Territory;	
Practice	<ul> <li>a. a single department of a Hospital (subject to paragraph 2. 2 of Appendix B); order</li> <li>b. any health care body or organisation that provides principally primary care, including without limitation a pharmacy, an optician's facility, a physiotherapy centre, a general medical practice or a family medical practice;</li> </ul>	
Qualifying Research Project	<ul> <li>a discrete research project that meets all of the following criteria:</li> <li>a. it is supported by a formal proposal that has been peer reviewed;</li> <li>b. it has been ethically approved in accordance with the prevailing legislation, regulations and guidelines in effect in the relevant territory;</li> <li>c. it is conducted within a definite timeframe;</li> <li>d. the results of the research are offered for publication in peer-reviewed public journals and are provided to the Licensor free of charge prior to publication;</li> </ul>	
Regulations	regulations made by the Licensor;	
Relationship	a relationship, of a kind defined by the Licensor in Specifications, between concepts (which may be, without limitation, a hierarchical or an associative relationship) or between a concept and a description;	

SNOMED CT	the concept-based work of clinical nomenclature and classification with multiple hierarchies and semantic definitions known as SNOMED Clinical Terms (SNOM ED CT);	
SNOMED CT Content	terminological content, consisting of concepts, descriptions and Relationships, each of which is identified using a SNOMED CT Identifier;	
SNOMED CT Core	the SNOMED CT Content that is controlled, maintained and distributed by the Licensor from time to time;	
SNOMED CT Identifier	a code, of a kind defined by the Licensor in Specifications, for identifying concepts, descriptions and Relationships;	
Specification	specifications promulgated by the Licensor for products and processing relating to SNOMED CT, including specifications of the internal logic of SNOMED CT, editorial policies, guidelines and characteristics;	
Sponsored Territory	a Non- Member Territory that has been recognized and designated by the Licensor as a sponsored territory (as published on the Licensor's web site, www. snomed. org);	
Standard	a Specification that is formally adopted by the Licensor and published by the Licensor (including by posting a copy of the Specification on a website maintained by the Licensor);	
Standards- Based	in respect of an Extension or a Derivative, an Extension or Derivative the creation of which is the subject of one or more Standards; and	
Sub- Set	a sub-set of SNOMED CT Content that is grouped together for one or more purposes.	

### Appendix B

#### **License Fees in Non-Member Territories**

### 1. Introduction

- 1.1 This Appendix B sets out the license fees payable by the Licensee in respect of its activities in Non-Member Territories.
- 1.2 The license fees set out in this Appendix B do not apply in respect of the Licensee's activities in any Non-Member Territory if that Non-Member Territory is a Sponsored Territory or was a Sponsored Territory at the time when the Licensee's activities in that Non-Member Territory were carried out.
- 1.3 The Licensor may, in its sole discretion, waive the Licensee's obligation to pay any or all of the license fees set out in this Appendix B if the Licensor considers that the Licensee's activities in any Non-Member Territory are in support of charitable or humanitarian causes in that Non-Member Territory. Any waiver by the Licensor under this paragraph 1.3 may be revoked by the Licensor at any time, shall be without prejudice to any of the Licensor's other rights and remedies under this License Agreement and shall not relieve the Licensee of any of its other obligations under this License Agreement.
- 1.4 Beginning in 2015, license fees payable by the Licensee in respect of its activities in Non-Member Territories for each financial year shall be adjusted by the same percentage as the General Assembly of the Licensor agrees to adjust the Aggregate Annual Fee (as defined in the Licensor's Articles of Association) relative to the Aggregate Annual Fee in the previous year.
- 1.5 For purposes of this Appendix B, but subject to paragraph 1.6, if a Hospital or a Practice is located on multiple physical sites, each such site shall be treated as a separate Hospital or Practice (as the case may be), and license fees shall be payable in respect of each such separate Hospital or Practice.
- 1.6 The Licensor may, in its sole discretion, agree to treat multiple sites on which a Hospital or a Practice is located as a single site for purposes of this Appendix B.
- 1.7 Notwithstanding anything else in this Appendix B, the deployment, distribution or licensing of any software that operates on a mobile device of any kind (including without limitation a mobile phone or tablet device), or any software or service that is accessed via the internet and enables users to extract or download any substantial portion of SNOMED CT, shall be treated as falling within paragraph 4 of this Appendix B (and not within paragraph 2).

- 1.8 The Licensee's obligation to pay license fees in respect of any deployment of the International Release or any Licensee Product is not dependent on that deployment of the International Release or Licensee Product being used in a live or production environment. The Licensor may, in its sole discretion, waive the Licensee's obligation to pay any or all of the license fees set out in this Appendix B in respect of any deployment of the International Release or Licensee Product in a non-production environment (such as a development or test environment).
- 1.9 In any case where the Licensee is exempt from the requirement to pay license fees by reason of a Licensee Product or a Data Processing System being used exclusively in connection with a Qualifying Research Project, the Licensee shall report to the Licensor on the progress of that Qualifying Research Project in such manner as the Licensor may reasonably require. The Licensor may revoke the Licensee's exemption for Qualifying Research Projects provided in this Appendix B if the Licensee fails to comply with this paragraph 1.9.

### 2. Data Processing Systems

- 2.1 The Licensee shall pay the following fees in respect of each Hospital or Practice in a Non-Member Territory in or to which the Licensee:
  - (a) deploys the International Release (or any part of it) or any Licensee Product that contains the International Release (or any part of it) in a Data Processing System, unless that Data Processing System is used exclusively in connection with a Qualifying Research Project; or
  - (b) deploys, distributes or licenses a Licensee Product that is or includes a Data Processing System, unless that Licensee Product is used exclusively in connection with a Qualifying Research Project.

Fee Band	Fee
Hospital in Band A Territory	US\$ 1,954 per annum baseline fee adjusted as per paragraph 1.4
Hospital in Band B Territory	US\$ 1,303 per annum baseline fee adjusted as per paragraph 1.4
Hospital in Band C Territory	US\$ 652 per annum baseline fee adjusted as per paragraph 1.4
Practice in Band A, B or C Territory	US\$ 652 per annum baseline fee adjusted as per paragraph 1.4
Hospital or Practice in Low Income Band	US \$0 per annum baseline fee, adjusted as per paragraph 1.4
Hospital or Practice in other territory	As per paragraph 5.2.

2.2 The total fees payable by the Licensee in respect of a number of Practices that are departments of a single Hospital shall not exceed the fee applicable to the Hospital itself. For purposes of this Appendix B, a Practice is treated as a department of a Hospital only if: (a) it is located on the premises of that Hospital; and (b) it is funded solely by that Hospital. In any case where either or both of the conditions in the preceding sentence are not met in respect of any Practice, fees shall be payable in respect of that Practice in addition to any fees that are payable in respect of any Hospital.

# 3. [Not Used]

### 4. Other Activities

- 4.1 The Licensee shall notify the Licensor in writing before deploying the International Release (or any part of it) or deploying, distributing or licensing any Licensee Product (in each case, other than exclusively in connection with Qualifying Research Projects) in, for use in, or to any person situated in, any Non-Member Territory in a manner that does not fall within paragraph 2 of this Appendix B, explaining the Licensee's proposed activities.
- 4.2 Upon receiving notice from the Licensee under this paragraph 4, the Licensor may request, and the Licensee shall provide, such additional information in relation to the Licensee's proposed activities as the Licensor considers reasonably necessary to determine an appropriate license and reasonable fee in respect of the Licensee's proposed activities.
- 4.3 The Licensee shall be liable to pay such license fees as the Licensor may determine in accordance with this paragraph 4.

# 5. Non-Member Territory Bandings

- 5.1 The allocation of a Non-Member Territory into Band A, Band B, Band C, or Low Income Band shall be as determined by the Licensor (based on the Non-Member Territory's relative Gross National Income (GNI) or other measure adopted by the Licensor) and published by the Licensor on its web site.
- 5.2 The Licensee shall notify the Licensor in writing before carrying out any activity of a kind described in paragraph 2 of this Appendix B in a Non-Member Territory that has not been allocated by the Licensor under paragraph 5.1. Upon receiving notice from the Licensee under this paragraph 5.2, the Licensor shall allocate the Non-Member Territory as described in paragraph 5.1.