

# Transmittal Letter DEN-105 - End User License Agreement

## Provider Information - Dental End User License Agreement

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

### End User License Agreement

These materials contain *Current Dental Terminology* (CDT), copyright© 2015 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 PDF](#) | [TXT](#).

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 **Commonwealth of Massachusetts Executive Office of Health and Human Services** 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 link 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 link labeled "I DO NOT ACCEPT" and exit from this computer screen.**

### **Transmittal Letter DEN-105 End User License Agreement**

#### **Select Format**

TL DEN-105: Revision to the Subchapter 6 – PDF

**I ACCEPT**

**I DO NOT ACCEPT**

TL DEN-105: Revision to the Subchapter 6 – Word

**I ACCEPT**

**I DO NOT ACCEPT**