

## **HEALTHCARE SCHEDULE - SUBSCRIPTION**

This Healthcare Schedule ("Healthcare Schedule") forms a part of the Hyland Master Agreement or any other agreement entered into between Customer and Hyland (the "Agreement") which incorporates this Healthcare Schedule by reference.

All capitalized terms used in this Healthcare Schedule shall have the meaning ascribed them in this Healthcare Schedule or, if not defined in this Healthcare Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this Healthcare Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in this Agreement.

"Community Connect Physician Practice" means a physician practice (i) to which Customer grants access to Customer's EPIC system; and (ii) for which Customer has paid to Hyland the requisite Software license fee and annual maintenance fees as described in this Healthcare Schedule.

"Community Connect User(s)" means Community Connect Physician Practice(s).

### **1. ADDITIONAL LICENSE TERMS.**

1.1 Use by Community Connect User. In addition to the license granted to the Software and Work Products (if applicable) in a Software License and Maintenance Schedule - Subscription and Professional Services Schedule (if applicable), such Software and Work Products may also be used by a Community Connect User solely to manage its own medical records function through Epic.

1.2 Indemnification. Customer understands and agrees that Community Connect Users may use the Software only in compliance with the terms of the Agreement, and that Customer shall indemnify Hyland from and against all claims, liabilities, losses, damages and costs, including, but not limited to, reasonable attorneys' fees and court costs, which are suffered or incurred by Hyland and arise from or in connection with the breach or noncompliance with the terms of the Agreement by any Community Connect User.

### **2. PAYMENT TERMS FOR COMMUNITY CONNECT USERS.**

2.1 Subscription Fees. For each Community Connect Physician Practice which Customer wishes to grant access to the Software as a Community Connect User, Customer shall pay additional Subscription Fees in an amount determined by multiplying the number of physicians in such practice (at the time of such payment) by Hyland's then-current Community Connect Physician Practice Subscription Fee. Thereafter, from time to time, but no less than annually, Customer shall report to Hyland the number of physicians in each Community Connect Physician Practice that is a Community Connect User hereunder. If the number of physicians in such practice increases, Customer shall pay additional Subscription Fees to Hyland in an amount equal to the number of such additional physicians, multiplied by Hyland's then-current Community Connect Physician Practice Subscription Fee. Customer may not transfer or reassign license rights between Community Connect Physician Practices, and shall not be entitled to a refund or credit if the number of physicians decreases at any time.

**3. TERM; TERMINATION.** This Healthcare Schedule will be in effect for so long as the Customer's Software License and Maintenance Schedule - Subscription, and will terminate upon any termination of Customer's Software License and Maintenance Schedule - Subscription.

