

## **HEALTHCARE SCHEDULE**

This Healthcare Schedule (“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.

### **DEFINED TERMS.**

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

“Ambulatory Surgery Centers” means a facility that performs outpatient surgery and/or procedures (i) to which Customer grants access to Customer’s EMR system; and (ii) for which Customer has paid to Hyland the requisite fees as described in this Schedule.

“Community Connect Physician Practice” means a physician practice (i) to which Customer grants access to Customer’s EMR system; and (ii) for which Customer has paid to Hyland the requisite fees as described in this Schedule.

“Community Connect User(s)” means: Community Connect Hospital(s); Community Connect Physician Practice(s); and Ambulatory Surgery Centers.

“Community Connect Hospital” means a hospital (i) which has less than two hundred and fifty (250) licensed beds (as most recently reported by Customer for such hospital), (ii) to which Customer grants access to Customer’s EMR system; and (iii) for which Customer has paid to Hyland the requisite fees as described in this Schedule.

“Non-DICOM Object” means a collection of one of or more images or documents which are not identified by a study instance unique identifier (SUID) and are stored as a single file.

“Study” or “Studies” means a collection of one of or more images generated for a single patient which is identified by a study instance unique identifier (SUID).

### **1. COMMUNITY CONNECT USERS.**

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 or the grant of access to the Hyland Cloud Service in the SaaS Schedule, as the case may be, and Professional Services Schedule (if applicable), such Software and Work Products or such Hyland Cloud Service, as applicable, may also be used by a Community Connect User solely to manage its own medical records function through Customer’s EMR system.

1.2 Community Connect Hospitals. For each Community Connect Hospital to which Customer wishes to grant access to the Software or to the Hyland Cloud Service, as the case may be, as a Community Connect User, Customer shall pay Subscription Fees or SaaS Fees, as applicable, in an amount determined by multiplying the number of licensed beds for such Community Connect Hospital (at the time of such payment) by Hyland’s then-current Community Connect Hospital Subscription Fee or SaaS Fee, as applicable.

1.3 Community Connect Physician Practices. For each Community Connect Physician Practice to which Customer wishes to grant access to the Software or to the Hyland Cloud Service, as the case may be, as a Community Connect User, Customer shall pay additional Subscription Fees or SaaS Fees, as applicable, 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 or SaaS Fee, as applicable.

1.4 Ambulatory Surgery Centers. For each Ambulatory Surgery Center to which Customer wishes to grant access to the Software or to the Hyland Cloud Service, as the case may be, as a Community Connect User, Customer shall pay additional Subscription Fees or SaaS Fees, as applicable, in an amount determined by multiplying the number of operating/procedure rooms for such Ambulatory Surgery Center (at the time of such payment) by Hyland’s then-current Ambulatory Surgery Center Subscription Fee or SaaS Fee, as applicable.

1.5 Community Connect Users Reports; Additional Fees. From time to time, but no less than annually, Customer shall report to Hyland, as applicable, (i) the number of licensed beds for each Community Connect Hospital, (ii) the number of physicians in each Community Connect Physician Practice, and (iii) the number of operating/procedure rooms for each Ambulatory Surgery Center that is a Community Connect User hereunder. If the number of licensed beds, physicians or operating/procedure rooms, as applicable, increases based upon the reports contemplated herein, Customer shall pay additional Subscription Fees or SaaS Fees, as applicable, to Hyland in an amount equal to the number of such additional licensed beds, physicians or operating/procedure rooms, multiplied by Hyland's then-current Subscription Fee or SaaS Fee, as applicable, for the applicable Community Connect Users.

1.6 Indemnification. Customer understands and agrees that Community Connect Users may use the Software or the Hyland Cloud Service, as applicable, 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. ACUO AND NILREAD.**

2.1 Acuo and Nilread Pricing. If Customer licenses Acuo or Nilread, Customer acknowledges that the pricing for such Software is based upon the number of Studies and Non-DICOM Objects that are generated annually by Customer using such Software, and such pricing will be adjusted based on Customer's usage. For clarification, the number of Studies and Non-DICOM does not include any pre-existing Studies that are migrated into the Software.

2.2 Acuo and Nilread Reporting. Commencing on the first anniversary of the Effective Date and each anniversary thereafter, Customer shall promptly either (1) provide to Hyland reasonable access to the Software to enable Hyland to report to Customer in writing the number of Studies and Non-DICOM Objects generated by Customer during the reporting period identified by Hyland (the "Hyland Reported Number") or (2) provide written attestation to the number of Studies and Non-DICOM Objects generated by Customer during the reporting period identified by Hyland (the "Customer Reported Number") (the Hyland Reported Number and Customer Reported Number shall collectively be referred to as the "Reported Number"). The parties shall have the right to review and object in writing to such Reported Number. If either party objects to the Reported Number, the parties shall cooperate in good faith to attempt to resolve the dispute substantially in the manner described in the 'Resolution of Invoice Disputes' provision in the General Terms Schedule. As used herein, the number of Studies and Non-DICOM Objects resulting from the process described above shall be final and binding upon Hyland and Customer.

**3. PAYMENT TERMS.** Customer shall pay to Hyland any fees described in this Schedule in such amounts as invoiced by Hyland and in accordance with the General Terms Schedule.

**4. TERM; TERMINATION.** This Schedule will be in effect for so long as the Customer's Software License and Maintenance Schedule – Subscription or SaaS Schedule, as the case may be, and will terminate upon any termination of such Customer's Software License and Maintenance Schedule – Subscription or SaaS Schedule.