

HEALTHCARE SCHEDULE

As of the Effective Date of the Incorporating Document (as defined below), this Healthcare Schedule (this "Healthcare Schedule") is made part of the Hyland Master Agreement, Order Form or any other agreement or document entered into between Customer and Hyland, which incorporates this Healthcare Schedule by reference (the "Incorporating Document"). As used herein, the "Agreement" means the Incorporating Document, inclusive of this Healthcare Schedule.

DEFINED TERMS

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. In the event the same defined term is defined in two (2) or more Schedules, the term shall be given the meaning defined in each Schedule with respect to that Schedule, and, if the term is also used within this Schedule, this Schedule shall be interpreted to include all definitions, as the context requires.

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

"Community Connect Physician Practice" means a physician practice (a) to which Customer grants access to Customer's EMR system; and (b) for which Customer has paid to Hyland the requisite fees as described in this Healthcare 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 (a) which has less than two hundred and fifty (250) licensed beds (as most recently reported by Customer for such hospital), (b) to which Customer grants access to Customer's EMR system; and (c) for which Customer has paid to Hyland the requisite fees as described in this Healthcare Schedule.

"Incorporating Document" means the Order Form or any other agreement or document entered into between Customer and Hyland, which incorporates this Healthcare Schedule by reference.

"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. Software, Work Products, and 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, (a) the number of licensed beds for each Community Connect Hospital, (b) the number of physicians in each Community Connect Physician Practice, and (c) 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 (a) 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 (b) 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. EPIC; AUDIT RIGHTS IN CONNECTION WITH EPIC MARKETPLACE PURCHASES. Subject to the following requirements, Hyland grants the Customer the right to conduct an audit to verify Hyland's compliance with the terms and conditions found in the Vendor Services Development Agreement between Hyland and Epic Systems Corporation ("EPIC"). If Customer purchases from Hyland the rights to use Software which constitutes an "App" distributed under the Vendor Services program managed by EPIC (as the same may be amended from time to time), Hyland hereby grants to Customer the right to conduct an audit to verify Hyland's compliance with the terms of the Vendor Services Development Agreement (which is the agreement that authorizes the distribution by Hyland of such Software, as amended from time to time). Such audit shall be conducted on a mutually agreed upon date and time, and Hyland will provide reasonable cooperation to provide all such pertinent information and data expressly requested by Customer; all such information and data produced by Hyland for such audit shall be made available to Customer from the applicable Hyland location(s). To the extent a material non-compliance by Hyland with the terms of such Vendor Services Development Agreement is identified and confirmed, Hyland shall bear the reasonable and actual costs and expenses incurred by Customer in conducting such audit.

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

5. CONTROLLING LANGUAGE. Hyland may make other versions of this Healthcare Schedule available in other languages at this online location. This English language version of this Healthcare Schedule controls over any version of the Healthcare Schedule made available at this online location in another language if the Incorporating Document is in English. If the Incorporating Document is in a language other than English (such language, the "Other Language"), but this Healthcare Schedule is not made available at this online location in the Other Language, this English language version controls over any other version of the Healthcare Schedule that may be made available at this online location in another language.

The most current version of this page shall be such in effect as of 12:00am EST (Eastern Standard Time) of the date stamped on such online version.