Mirth® Connect Dynamic Licensing Schedule

1. SCOPE AND PRECEDENCE

1.1 Applicability of This Schedule. To the extent there is a conflict between other sections of the Master Agreement and this Schedule, then, solely as it relates to Mirth® Connect Dynamic Licenses, this Schedule shall prevail. All capitalized terms shall have the meanings set forth in the Master Agreement, unless specifically defined herein.

1.2 Purchase Options for Dynamic Licensing. Client may obtain Dynamic Licenses for Mirth® Connect through two purchase options: (a) Bundle Purchase Option (Sections 3 and 4), or (b) Bulk Purchase Option (Section 5). The applicable purchase option is specified in the applicable Order Form. Client may add additional Dynamic Licenses through either purchase option via a supplemental Order Form.

1.3 Scope of Dynamic License. A Dynamic License is a Mirth® Connect license with a core feature of automatic license freeing. The Mirth® Connect platform automatically monitors Instance activity. Once an Instance (machine, server, or deployment environment) has not been active for 25 consecutive hours, the license usage for that Instance is automatically released and becomes available for redeployment to another Instance or machine without any contractual action, fee adjustment, or administrative process.

1.4 Defined Terms. For purposes of this Schedule: 'Dynamic License' means a Mirth® Connect license purchased under the Dynamic Licensing model as defined in in this Schedule and the Master Agreement. 'Bundle' and 'Bulk License' shall have the meanings set forth in the Master Agreement.

2. TERM AND TERMINATION

This Mirth® Connect Dynamic Licensing Schedule becomes effective on the Effective Date of the applicable Order Form and continues until the expiration of the applicable License Term, unless terminated earlier in accordance with the Master Agreement.

3. BUNDLE PURCHASE OPTION

3.1 Applicability. This Bundle Purchase Option Section applies only to Clients who have purchased one or more Bundles, either Bulk or non-Bulk Bundles, under an applicable Order Form.

3.2 Bundle Purchase Requirement. A "Bundle" consists of four (4) Instances: one (1) designated for Production use and three (3) designated for non-Production environments (e.g., Test, Quality Assurance, Development). The three (3) non-Production Instances included in a Bundle may be used only for non-Production purposes and may not be used, configured, or repurposed for Production use under any circumstances. For each Production Instance Client will utilize, Client must purchase a minimum of one (1) Bundle. Client may purchase additional Bundles if Client's non-Production environments (Test, QA, Dev, etc.) require more than the three (3) non-Production Instances included in its minimum production-based Bundles.

3.3 Committed Capacity. Client's "Committed Capacity" is the total number of Instances Client has purchased, determined by multiplying the number of Bundles by four (4). For example, a purchase of three (3) Bundles equals a Committed Capacity of 12 Instances.

4. INSTANCE USAGE MEASUREMENT AND DAILY AVERAGE UTILIZATION – APPLIES TO NON-BULK BUNDLE PURCHASES ONLY

4.1 Measurement of Usage. Company measures Client's Instance usage on a monthly basis using "Daily Average Utilization," which is the average number of Instances Client uses per day during a calendar month.

4.2 Daily Flexibility, Monthly Capacity Limit. Client may exceed the Committed Capacity on any given calendar day, provided that Client's Daily Average Utilization for the calendar month does not exceed the Committed Capacity. In other words, temporary daily spikes are permitted, but the monthly average must stay within the purchased limit.

4.3 Daily Average Utilization Calculation. Daily Average Utilization is calculated by summing all Active Instances across each day of the month and dividing by the number of days in that month. The following example illustrates:

- Scenario: Client purchases 2 Bundles (Committed Capacity of 8 Instances)
  - Days 1-30: 4 Instances active each day = 120 Active Instances
  - Day 31: 8 Instances active = 8 Active Instances
  - Cumulative for month: 120 + 8 = 128 Active Instances
  - Daily Average Utilization: 128 ÷ 31 days = 4.13 Instances per day
  - Result: Within Committed Capacity of 8 Instances—no overage fees

5. OVERAGE FEES AND CAPACITY MANAGEMENT

5.1 Overages – Non-Bulk Bundle Purchases Only. If Client's Daily Average Utilization exceeds the Committed Capacity in any month, Client must either (a) purchase additional Bundles via a supplemental Order Form, or (b) pay Overage Fees for the excess usage, calculated as:

Overage Fees = 1.5 × (Monthly Bundle Cost ÷ 4) × (Number of Instances exceeding Committed Capacity)

Example: If the monthly Bundle cost is $400 and Client exceeds Committed Capacity by 2 Instances, the overage fee would be: 1.5 × ($400 ÷ 4) × 2 = $300.

5.2 Bulk License Purchases: No Overages Permitted. If Client purchases any Instances under the Bulk Licensing model (whether on the same Order Form or a separate one), those Instances are subject to a fixed, non-overageable capacity. Client may not exceed the fixed quantity of Instances purchased as Bulk Licenses. If additional capacity is needed, Client must purchase additional Instances via supplemental Order Form, or deactivate existing Instances and redeploy license keys once the 25-hour inactive period has elapsed. No overage fees apply to Bulk License purchases.

5.3 Mixed Purchase Models. Client may purchase some Instances as Dynamic License Bundles (under this Schedule, with overage flexibility) and other Instances as Bulk Licenses (with fixed capacity, no overages), on the same or separate Order Forms. The overage rules in Sections 5.1 and 5.2 apply to each purchase model independently.

5.4 Non-Payment of Overage Fees. If Client does not purchase additional Bundles or pay Overage Fees within thirty (30) days of the invoice due date, Company may reduce Client's daily allowed Capacity as a remedial measure.

6. ONLINE AND OFFLINE DEPLOYMENT

6.1 Online Deployment (Default). Client is required to keep all Dynamic License Instances connected to the internet to enable Company's license validation processes. This is the default deployment mode and the pricing and terms of this Schedule apply.

6.2 Offline Deployment Exception. Client may request a written exception from Company to use Dynamic License Instances via Offline Deployment, defined as a deployment where Client uses Company's offline validation process to perform license key validation.

6.2.1 Fixed Capacity; No Overages. Because Offline Deployment Instances cannot be monitored by Company in real time, Offline Deployment Instances are not subject to automatic license freeing, Daily Average Utilization measurement, or Bundle overage allowances. Instead, Client's Offline Deployment capacity is fixed at (a) for Bundle purchases, one (1) Production Instance and three (3) Non-Production Instances per Bundle purchased, and (b) for Bulk purchases made without a Bundle, the number of Instances purchased. Client may not exceed this fixed capacity.

6.2.2 C**apacity Increases; Manual Deactivation.** If Client requires additional Offline Deployment capacity, Client must either (a) purchase additional Instances via a supplemental Order Form, or (b) deactivate an unused Instance by submitting a Support Case to Company. Because automatic license freeing does not apply to Offline Deployments, deactivation of unused Instances requires Client to submit a Support Case to Company.

7. SOFTWARE UPDATES AND MAINTENANCE

Company recommends that Client remain current on releases of Mirth® Connect for security reasons and to maintain eligibility for Software Maintenance Services. Maintenance terms are set forth in the Master Agreement and the applicable Maintenance Services Schedule.

8. SCHEDULE AMENDMENTS

This Schedule may be amended at Client's request only upon mutual written agreement of the parties. Company may amend this Schedule at any time by posting a revised version on its website or within the Success Community portal. The revised version becomes effective at the time Company posts it. Client's continued use of Mirth® Connect Dynamic Licenses constitutes acceptance of any such amendments. Client is responsible for regularly reviewing Company's website and Success Community to determine whether any amendments or modifications have occurred.