

## Mirth Connect Managed Cloud Services Schedule

This Mirth Connect Managed Cloud Services Schedule (“Schedule”) is incorporated by reference into any Order Form that references Managed Cloud Services for Mirth Connect products or functionality and forms part of the Agreement between Client and Company. This Schedule is published at Company’s Terms URL and may be updated from time to time in accordance with the Agreement. In the event of a conflict between this Schedule and the applicable Order Form, the Order Form will control solely with respect to the applicable Managed Cloud Services.

**1. SUBSCRIPTION FEES.** Unless otherwise set forth in an applicable Order Form, Managed Cloud Service subscription fees commence on the Effective Date of the applicable Order Form in which the Product or Service that will be under a Managed Cloud Service subscription is obtained. The need for an extended period thereafter to complete any setup, installation, maintenance work, consultation, Updates, programming, or training services required hereunder shall not delay or extend the time for payment as set forth in the Agreement or applicable Order Form. The Managed Cloud Service subscription fee may increase during any Service Term if (i) Company’s third-party costs to provide such service materially increase beyond Company’s reasonable control; which, in such cases, Company will provide Client with 30 days advance written notice of such increase; (ii) if during a current Managed Cloud Service subscription term, additional Products, acquired by Client under supplemental orders, are added to the overall portfolio of Managed Cloud Service subscription or if additional Metrics and/or Third Party Materials are used in the prior month, in which case, Company will invoice Client for the additional, actual usage; and/or (iii) if Client exceeds any usage limits set forth in an applicable Order Form in a given month, Client will be charged the applicable usage price/rate set forth in the applicable Order Form.

Certain Managed Cloud Services offerings may include usage-based components, including but not limited to storage volume, message volume, or reprocessing activity. Where applicable, such usage metrics and associated fees will be specified in the applicable Order Form.

**2. SERVICE TERM AND EFFECT OF TERMINATION.** The Service Term for Managed Cloud Services will commence on the Effective Date specified in the applicable Order Form and will continue for the period stated therein, unless earlier terminated in accordance with this Schedule or the Agreement. Renewal of Managed Cloud Services will be governed by the renewal provisions set forth in the applicable Order Form or, if not specified therein, the Agreement. Upon expiration or termination of the applicable Managed Cloud Services subscription, Client’s right to access and use the Managed Cloud Services will terminate in accordance with this Schedule or the Agreement.

### **3. MANAGED CLOUD SERVICE MODEL.**

**3.1 General.** Many of the Company’s offerings are made available under a software-as-a-service (“SaaS”) subscription model. Each such subscription, and its associated subscription fee, includes (i) the access and use of such Products and/or Services, (ii) non-administrative, remote access to the Environment, (iii) Software Maintenance Services on such Products and/or Services, and (iv) updated versions of the Third-Party Software listed in an applicable Order Form. Except for the limited access and use rights expressly granted in the Agreement, no license to the Product(s) is granted under a SaaS model. Certain SaaS offerings may require Client to install on its equipment Plug-In software to access and use the SaaS offering.

**3.2 SaaS End Users; Plug-in License.** When applicable, during the SaaS Service Term, and provided Client is compliant with the terms of this Agreement, Client will have a non-transferable and non-exclusive license to permit its SaaS End Users to install, use, and implement Plug-In Software solely to access the SaaS offerings for Client’s internal operations as permitted under the Agreement. Client shall ensure that all End Users will comply with all the terms and conditions hereof.

**3.3 Platform Evolution, Security and Compliance.** Client acknowledges and agrees that the Products and Services are provided as part of an evolving technology platform. Company may, from time to time, modify, update, enhance, replace, re-architect, migrate, or otherwise modernize the Products and Services, including changes to infrastructure, hosting environments, user interfaces, workflows, security controls, technical architecture, integrations, APIs, third-party components, or underlying technologies, including cloud infrastructure providers and security frameworks (collectively, “Platform Changes”).

Platform Changes may be implemented to, among other things, maintain the security, integrity, performance, availability, and regulatory compliance of the Products and Services, including compliance with applicable law and industry-recognized security standards. Such Platform Changes may result in functional differences, modified workflows, system requirements, or the retirement or deprecation of legacy features or functionality, provided that the Products and Services, taken as a whole, continue to materially conform to their intended purpose as described in the applicable User Materials.

Company will use commercially reasonable efforts to provide advance notice of material Platform Changes where applicable, including through release notes, support communications or community postings; however, Company may implement Platform Changes without prior notice where necessary to address security risks, compliance requirements, or platform stability.

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Platform Changes shall not constitute a breach of this Agreement. Company is not obligated to maintain, support or provide backward compatibility for any legacy version, feature or integration unless expressly agreed to in writing. Client's continued use of the Products or Services following a Platform Change constitutes acceptance of such Platform Change

4. **ENVIRONMENT.** Company will host and operate the Environment in a Company-controlled cloud infrastructure environment selected by Company. Company will implement commercially reasonable administrative, technical, and physical safeguards designed to protect Client Data consistent with the Agreement.
  - 4.1 **Installation.** When applicable, Company will load and/or configure the Products outlined in the applicable Order Form in the Environment. However, work associated with migrating from an existing non-Company environment is not a part of the applicable Managed Cloud Services subscription and is not included in the monthly Managed Cloud Services subscription fee.
  - 4.2 **Third Party Licenses for Infrastructure.** Company is responsible for obtaining the license and/or access and use rights for the third-party operating system, database software, tools, and utilities Company requires to operate the Environment. Client obtains no rights or licenses to these items. Client understands that the items Company obtains to create and maintain the Environment are separate and distinct from the Company Software and third-party materials that Client must purchase to use the features and functionality of the Company Software and/or Service.
  - 4.3 **Operation.** Company will maintain the Environment so that the Products thereon perform per the applicable Product's User Material(s).
5. **MISUSE OF CREDENTIALS.** When applicable, if the Company reasonably verifies that Client is misusing or sharing Managed Cloud Service End User's ID, logins, passwords, or system keys in a manner that: (A) exceeds the quantity specified in an applicable Order Form, or (B) is not permitted under the Agreement, resulting in additional fees, Client must, unless disputed in good faith, pay the additional Service fees for the period identified by the Company as inaccurate. These fees will be calculated based on the Company's then-current list price and must be paid within 30 days of the invoice date. Subsequent invoices will reflect the Service fees for the confirmed number of End Users accessing the offering.
6. **Effect of Managed Cloud Service Subscription Expiration/Termination; Transition; Return of Client Data.** Upon expiration or termination of the applicable Managed Cloud Service subscription(s): (A) Client's right to access and use the Managed Cloud offering(s) and all related functionality therein, through the Environment immediately terminates and (B) Client must, at its expense, remove and delete all copies of User Materials and any Plug-In Software, if any.

Client acknowledges and agrees that it is Client's sole responsibility to retrieve Client Data prior to or within thirty (30) days following, expiration or termination of the applicable Managed Cloud Service subscription. Upon written request made within thirty (30) days following expiration or termination, Company will make Client Data available for export in a commercially reasonable standard format supported by the applicable Managed Cloud Service. Company shall have no obligation to retain or make available Client Data after such thirty (30) day period. Failure by Client to request export of Client Data within such thirty (30) day period constitutes Client's irrevocable waiver of any right to retrieve such Client Data.

For the avoidance of doubt, Company shall not be responsible for maintaining Client Data for regulatory, audit, medical record retention, or other compliance purposes following expiration or termination of the applicable Managed Cloud Service subscription.

After thirty (30) calendar days following expiration or termination (or such longer period as may be required by applicable law), Company will delete or render unreadable, unusable, and unrecoverable all Client Data remaining in Company-controlled systems, except to the extent retention is required by Law or maintained pursuant to Company's documented backup retention policies. Any retained data will remain subject to the confidentiality and security obligations of the Agreement.

Client may procure additional transition services at Company's then-current hourly rates and standard terms and conditions, subject to mutual written agreement.

7. **DEFINITIONS.** Capitalized terms shall have the meaning set forth in the Order Form or applicable Schedule, General Terms and Conditions or as defined below.
  - 7.1 "Managed Cloud Service" means a Product or Service that Client is accessing through the Environment under either a SaaS model or a Hosting model.
  - 7.2 "Plug-in Software" means certain, if any, locally installed software on Client's equipment necessary for SaaS End Users to access and use the SaaS offering. "Plug-in Software" is Company Software.

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- 7.3 "SaaS End User" means any End User that needs to have log-in authority to the SaaS Environment for a particular Product(s).