

Mirth® Connect OEM Schedule

This Schedule applies to, and becomes a part of, that certain Mirth® Connect Agreement ("Connect Agreement") in which Client has been designated as an "OEM Licensee" in the applicable Order Form. This Schedule is an integral part of the Connect Agreement and except as modified herein subject to its terms and conditions. In the event of a conflict between the Connect Agreement, any previously executed Addendum and the terms of this Schedule, the terms of this Schedule shall prevail.

Client may not embed, redistribute, or incorporate Mirth® Connect into any product or service without being designated as an OEM Licensee in an executed Order Form and executed version of this Schedule.

1 . OEM LICENSES.

1.1 OEM Development and Testing License. Subject to Section 5 (Term and Termination) below, Company grants Client a non-perpetual OEM Development and Testing License for Client's internal use only for development, testing, and evaluation of proposed products. Unless specified otherwise in the Order Form, Client receives a number of Developer License Instances equal to ten percent (10%) of the quantity of Instances purchased under the OEM Distribution License. Developer Licenses may not be used for production, SaaS offerings, customer training, or any commercial purpose, and may not be distributed to any Third Party. Developer License copies do not count toward OEM Limits in Section 2.

1.2 OEM Distribution License. Subject to Section 5 (Term and Termination) below, Company grants Client a non-exclusive, non-transferable OEM Distribution License to embed and distribute Embedded Mirth® Software in Client Offerings to OEM End Users in quantities specified in the Order Form. Client Offerings may be offered under commercial license terms of Client's choosing, provided Client's license terms and conditions to its OEM End Users does not conflict with the terms and conditions or limits of this Schedule, and that Client's End User agreements prohibit sublicensing, redistribution, reverse engineering, and use outside the authorized scope.

2. OEM LIMITS. OEM limits are specified on the Order Form and define the maximum number of Client Offerings, copies, or end-customer deployments of Embedded Mirth® Software that Client may distribute. OEM Limits are binding constraints. Any distribution exceeding these limits is unauthorized use and subject to Section 3 (Fees, Records, Reports and Audits of this Schedule.

2.1 OEM Limits Based on Specific Client Offerings. When an OEM Limit specified in an Order Form is based on a specific named Client Offering, Embedded Mirth® Software may be embedded into that offering only for purposes of directly integrating data or extending existing features. Embedded Mirth® Software authorized for a specific Client Offering may not be used in other Client Offerings or successor products without a supplemental Order Form and new OEM Limits.

2.2 OEM Limits Based on Number of Licensed Copies. When an OEM Limit is based on a specified number of copies, Embedded Mirth® Software may be included in a specific number of Client Offerings. Upon payment of Fees specified in the Order Form (due when invoiced by Company unless otherwise specified), Client may distribute Embedded Mirth® Software to OEM End Users during the OEM Term only and in no more than the number of copies authorized in the Order Form. Upon termination or expiration of this Schedule, Client may not distribute Client Offerings containing Embedded Mirth® Software, even if Client has not fully utilized all authorized copies. Company will not refund any prepaid Fees for undistributed or unused authorized copies.

2.3 Supplemental Order and Bulk Licensing. If Client intends to expand the number of authorized copies or add new Client Offerings to the scope of Embedded Mirth® Software, Client must execute a supplemental Order Form before commencing such expansion. Each supplemental Order Form is independently priced based on its quantity, without retroactive adjustment to the pricing or terms of prior Orders.

3. FEES, RECORDS, REPORTS and AUDITS. Client may set any price for its Client Offerings. In consideration for the rights granted under this OEM Schedule, Client agrees to pay Company the Fees as specified in the applicable Order Form(s). Client further agrees to maintain accurate records pertaining to copies of the Embedded Mirth® Software made and/or distributed pursuant to this Schedule, including: (i) dates copies were created; (ii) each Client Offering into which Embedded Mirth® Software was embedded; (iii) number of end-customer installations per Client Offering; and (iv) any modifications to the integration scope. Prior to renewal of the OEM Term, Client shall provide a written

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report, no later than thirty (30) days prior to OEM Term expiration, containing the following information relating to the Embedded Mirth® Software: (i) the total number of copies made under the OEM Development and Testing License; (ii) the total number of copies distributed under the OEM Distribution License for each Client Offering; and (iii) the estimated number of copies to be made and distributed in the renewal period. Company may audit Client's records upon ten (10) business days' notice to verify compliance with OEM Limits and scope restrictions, no more than once per calendar year unless a material breach is suspected. If an audit reveals underpayment or unauthorized use exceeding 10% of authorized limits, Client shall reimburse Company's reasonable audit costs. If Client exceeds OEM Limits or makes unauthorized use, Company will invoice Client for catch-up Fees calculated as: (number of excess copies) × (per-unit rate in Order Form, or current list price if no rate specified), due thirty (30) days from invoice. Repeated instances of unauthorized distribution or failure to pay catch-up Fees constitute material breach, entitling Company to suspend or terminate OEM licenses immediately and pursue all available remedies

4. RESTRICTIONS ON DISTRIBUTION AND COPYING.

4.1 Authorized Distribution. Client may distribute Embedded Mirth® Software only: (i) within the OEM Limits specified in the Order Form; (ii) embedded and dependent on Client Offerings such that End Users cannot use Embedded Mirth® Software independently; (iii) to OEM End Users as defined herein; and (vi) in unmodified, object-code-only form.

4.2 Prohibited Uses. Client and OEM End Users may not: (i) distribute Embedded Mirth® Software as a standalone product or to resellers or service providers; (ii) sublicense, resell, or rent Embedded Mirth® Software; (iii) use Embedded Mirth® Software in any hosting, SaaS, or managed service offering without a separate written agreement with Company; (iv) exceed OEM Limits without a supplemental Order Form; or (v) decompile, reverse engineer, or attempt to access source code.

4.3 Scope Changes. If Client intends to exceed OEM Limits, add new Client Offerings, change territory or customer scope, transition from non-OEM to OEM licensing, or use Embedded Mirth® Software in a hosting or SaaS model, Client must execute a supplemental Order Form before commencing such use. Any such use prior to supplemental Order Form execution is unauthorized and subject to catch-up Fees and material breach consequences. Any other unauthorized distribution is a copyright infringement and material breach. Company may suspend or terminate OEM licenses immediately.

5. TERM AND TERMINATION. In the event of expiration or termination of this Schedule or the Master Agreement for any reason, all rights granted under this Schedule shall automatically terminate. (However, termination or expiration of this Schedule alone, does not in and of itself also terminate the Master Agreement.). The termination or expiration of this Schedule or Master Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Schedule or Master Agreement prior to the date of such termination or expiration. The provisions of Section 8 (Indemnification of Client) and Section 9 (No Warranties) of this Schedule shall survive the expiration and/or termination of this Schedule or the Master Agreement for any reason whatsoever. OEM End Users that have received a license to a Client Offering with Embedded Mirth® Software during the OEM Term shall retain the right to use the Embedded Mirth® Software after termination of this Schedule without the benefit of Client Maintenance or future Company Software Updates from Company.

6. SUPPORT. The support obligations of Company under the Master Agreement shall apply for the OEM Term and only to copies of Embedded Mirth® Software used by Client for its internal development and testing purposes. Company has no support obligations associated with any Embedded Mirth® Software used by OEM End Users. Nothing in this Schedule shall require Company to support Client Offerings or to fix any problems that are not reproducible in Embedded Mirth® Software used by Client under the OEM Development and Testing License, nor shall Company be obligated to provide any support to Client for Embedded Mirth® Software after termination of this Schedule or termination of the Master Agreement.

7. EXPORT CONTROL. Client shall indemnify and hold Company harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) suffered or incurred by Company as the result of any claim that Client or any such third party has breached this section.

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8. INDEMNIFICATION BY CLIENT. Client shall defend, indemnify and hold Company harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) suffered or incurred by Company from any Third Party claim arising from: (i) Client's negligence or willful misconduct relating to its activities in connection with this Schedule; (ii) Client's material breach of this Schedule; (iii) claims of infringement due to the combination of Embedded Mirth® Software with Client Offering or due to the use of Embedded Mirth® Software in ways not described in Company's product documentation and/or within the license granted to Client by Company; or (iv) representations made by Client to OEM End Users that differ from the warranties or representations provided by Company to Client in association with this Schedule.

9. NO WARRANTIES. COMPANY MAKES NO REPRESENTATIONS AND/OR WARRANTIES OF ANY KIND TO ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO THE INTENDED END USERS OF CLIENT OFFERINGS. COMPANY DISCLAIMS ANY RESPONSIBILITY TO OEM END USERS FOR EMBEDDED MIRTH® SOFTWARE CONTAINED IN CLIENT OFFERINGS. THE TERMS OF THIS SCHEDULE ARE SOLELY BETWEEN COMPANY AND CLIENT, AND ANY WARRANTIES AND INDEMNIFICATIONS OFFERED UNDER THE MASTER AGREEMENT AND/OR THIS SCHEDULE ARE OFFERED ONLY TO CLIENT. COMPANY MAKES NO REPRESENTATION OR WARRANTY THAT THE EMBEDDED MIRTH® SOFTWARE DISTRIBUTED ITSELF OR AS EMBEDDED BY CLIENT WITHIN ITS CLIENT OFFERING MEETS ANY FOREIGN, FEDERAL, STATE, REGIONAL AND/OR LOCAL REGULATION OR LAW, INCLUDING THOSE RELATED TO SECURITY AND PRIVACY.

10. DEFINITIONS. Capitalized terms shall have the meaning set forth in the Order Form, General Terms and Conditions or as defined below.

10.1 Client Offering means those products or services created by Client containing Embedded Mirth® Software.

10.2 Embedded Mirth® Software means the object-code only of the Mirth® Connect software only as set forth in an Order Form that has been approved by Company for inclusion in a Client Offering.

10.3 OEM Development and Testing License means a non-exclusive, non-perpetual, non-transferable, non-assignable, non-sub-licensable license for Client's internal use only for development, testing and evaluation of proposed Client Offering(s), subject to limits in Section 1.

10.4 OEM Distribution License means a non-exclusive, non-transferable license to embed unmodified, object-code-only copies of Embedded Mirth® Software in Client Offerings and distribute such Client Offerings to OEM End Users, subject to the OEM Limits in the Order Form and Sections 2 and 4.

10.5 OEM End Users means Clients of Client who will use the Client Offering for themselves rather than for resale or distribution.

10.6 "OEM Licensee" means a Client designated in an Order Form to receive an OEM Development and Testing License and/or an OEM Distribution License under this Schedule.

10.7 OEM Limits means the limits authorized for the Embedded Mirth® Software in the Order Form, e.g. specific Client Offerings or number of copies.

10.8 OEM Term means the period of time set forth in the Order Form that this Schedule will remain in effect.