

InterSystems HealthShare® is a health informatics platform that provides advanced technology for strategic interoperability and analytics for action within a single facility or across a local, regional or national healthcare system.

HealthShare Products

The HealthShare product family includes Solution and Add-On products.

HealthShare Solution products provide configurable, ready-to-use solutions for the entire continuum of care.

HealthShare Unified Care Record provides comprehensive interoperability and shared patient record capabilities using standard protocols and documents formats. It includes composite health record, terminology, clinical message delivery, consent management, and clinician viewer capabilities. (HealthShare Unified Care Record was previously known as HealthShare Information Exchange.) Beginning with version 2025.2, it includes HealthShare AI Assistant, a feature that enables users to quickly locate answers within an individual's record and generate targeted summaries tailored to role-specific needs. HealthShare AI Assistant utilizes HealthShare AI Model Services, a Runtime Service powered by a variety of external AI vendors.

InterSystems EMPI is an enterprise master person index designed to manage a master list of patients and their demographics. It includes Referential Matching, a Runtime Service powered by LexisNexis®'s LexID®. Referential Matching is currently available for customers in the United States. [InterSystems EMPI was previously known as HealthShare Patient Index.]

HealthShare Provider Directory is a comprehensive master data management solution for information about healthcare organizations and individuals.

HealthShare Personal Community is a comprehensive patient engagement solution based on the full range of HealthShare interoperability technologies. [Prerequisite: HealthShare Unified Care Record]

HealthShare Health Connect is a comprehensive interoperability platform for message-based integration using standards such as HL7, IHE, FHIR, ASTM, and DICOM.

HealthShare Health Insight adds data aggregation, data conditioning and analytic capabilities. [Prerequisite: HealthShare Unified Care Record]

HealthShare Care Community is a FHIR®-enabled care management software solution that enables care teams – from patients and physicians to care managers and home health workers – to create and share comprehensive care plans.

HealthShare Solution products may *not* be used to build or run custom applications nor used outside their defined functional scope.

HealthShare Add-On products are available to extend the capabilities of HealthShare Solution products.

HealthShare Spine Mini Services Provider simplifies access to selected capabilities of the NHS Spine Transaction Messaging Service, based on standards specified by the UK Department of Health. Spine Mini Services can be added on to HealthShare Unified Care Record, Patient Index, or Health Connect.

HealthShare Health Connect FHIR Repository provides optimized storage and management of Fast Health Interoperability Resources. FHIR Repository can be added on to Health Connect.

Analytics

InterSystems DeepSee real-time analytics technology is included with a number of HealthShare products.

With Unified Care Record and Health Connect, DeepSee can be used to create and view dashboards based on any message data processed via HealthShare.

With Health Insight, the full range of DeepSee capabilities can be used with any data accessible via Health Insight's integral health analytics data model, which can be customized to include additional sources and data types.

Types of Licenses

HealthShare products are licensed as either a Paid-up license or on a subscription basis (both are referred to as "Licenses").

A "**Subscription License**" does not have a specified term and includes the right to use the software and to receive InterSystems Software Updates and Technical Assistance.

A "**Paid-up License**" has a term of 30 years. Software Updates and Technical Assistance must be purchased separately.

A License may be granted to an End User for internal use; when granted through a Partner, such internal use shall be limited to that Partner's application. A License may be granted to a Partner for that Partner to operate its application or solution.

License Size

HealthShare Licenses are sized using two metrics: Instances and Health License Units (HLUs).

Instances. The Instance metric specifies the maximum number of Instances of HealthShare software operated by an End User. Every software Instance (production as well as non-production) counts, even if multiple Instances are operated on the same computer. At least one Instance is required for each HealthShare product used by the End User. Separate Instances are not needed for Spine Mini Services Provider or Health Connect FHIR Repository, which operate on underlying Instances of other HealthShare products.

Instances used solely for system configuration, development, testing and training are considered non-production and are available at a 75% discount. All other Instances,

including those used for mirroring, failover, and disaster recovery, are considered to be production and are available at standard HealthShare Instance pricing.

HealthShare Health License Units. HLUs are usually based on the size and scope of the End User's healthcare operations and are not tied to specific servers or Instances. HLUs may be based on the overall scope of the End User's organization or restricted to use by specific facilities, lines of business, or other readily delineated portions of the overall organization. The metrics used to calculate HLUs are determined by the product and organization type. Example metrics include beds, visits, participants, patients, and connections. For Spine Mini Services, Health Connect FHIR Repository, and Health Insight, the HLU metric of the underlying HealthShare product is used.

Upgrades and Transfers

Upgrades. If the End User's usage of a HealthShare product changes, an upgrade to a larger HLU or Instance count may be required. A Paid-up or Subscription License can be upgraded to a larger Instance or HLU count by paying the difference in License, Subscription, Software Update, and/or Technical Assistance Fees between the two Licenses, based on the prices and policies at the time of the upgrade. A Subscription License can be downgraded to a smaller HLU or Instance count, but a Paid-up License cannot be downgraded.

Transfers. Licenses for HealthShare products are Platform-Independent and, provided that they are covered by an active Subscription License or by Software Updates, can be transferred at no charge to any other supported platform.

Requirements for Partners. A Partner can upgrade a License granted to an End User, provided that (a) Product Support is provided for such License at the time of the upgrade and (b) the Partner sold the original License to the End User. Any such upgraded License shall carry the same restrictions as the original License.

Product Support

InterSystems offers two types of Product Support: Software Updates and Technical Assistance.

The **Software Updates** program provides free updates to new software versions.

The **Technical Assistance** program provides assistance via telephone, fax, or email for problem resolution during normal business hours; emergency assistance 24 hours/day, 7 days/week; and problem updates via email.

Requirements. Participation in the Software Updates program is a prerequisite for Technical Assistance. Product Support is only available for current releases of each product. On-site software installation is not included in Product Support or License Fees. First year Software Updates and Technical Assistance coverage is required for all new Paid-up Licenses. If any HealthShare License is covered by Software Updates or Technical Assistance, then all systems running a HealthShare product that are actively used by the End User must be covered. Software Updates and Technical Assistance charges commence seven days after shipment and 30 days' advance notice is required to terminate coverage.

Reinstatement of Product Support. To initiate Software Updates and Technical Assistance coverage for a Paid-up License that is not currently covered, a reinstatement fee of two times the missed fees (at list price using the pricing in effect at the time of the reinstatement) is charged.

The limited warranty accompanying each License does not include Software Updates or Technical Assistance coverage.

Information Sharing

Information that is subject to privacy or security laws or regulations or to other confidentiality obligations, including, but not limited to, any personal, sensitive, or confidential information, must only be transmitted to or shared with InterSystems in accordance with (i) applicable laws, regulations and confidentiality obligations and (ii) the [InterSystems Information Sharing Terms](#), which is available on [InterSystems Global Trust and Support website](#). These terms and conditions ensure the appropriate protections for and the necessary safeguards surrounding the transmission and sharing of personal, sensitive and confidential information. The failure of the Partner or End User, as the case may be, to abide by these terms and conditions will not obligate InterSystems with regard to any confidentiality or security requirements under contract or, to the extent permitted, law and Partner or End User, as the case may be, agrees to indemnify InterSystems with regard to any claims arising out of such failure.

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[This clause applies to any use of the Licensed Software by any U.S. federal government entity, agency or department].

The Licensed Software is commercial computer software and commercial computer software documentation as those terms are defined in the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS). The Licensed Software is for the United States federal government's end use subject to the terms and conditions of the License Agreement, which is a customary commercial license provided in accordance with FAR [48 C.F.R.] 12.211 (Technical Data) and FAR [48 C.F.R.] 12.212 (Software) and, for End Users that are Department of Defense Government Entities, DFARS [48 C.F.R.] 252.227-7015 (Technical Data – Commercial Items), DFARS [48 C.F.R.] 227.7202-1 (Commercial Computer Software or Commercial Computer Software Documentation Shall be Acquired under the Licenses Customarily Provided to the Public), DFARS [48 C.F.R.] 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), and DFARS [48 C.F.R.] 227.7202-4 (Contract Clause Governing the Government's Rights in Commercial Computer Software or Commercial Computer Software Documentation). The License Agreement is in lieu of, and supersedes, any other provisions or terms and conditions addressing the United States federal government's rights in the Licensed Software.

Renewals

Unless provided otherwise in the License Agreement, Product Support and Subscription Licenses are automatically renewed each year on the anniversary of the Effective Date of the original License unless InterSystems receives notice from the Partner or the End User, as the case may be, of non-renewal no later than 30 calendar days prior to the anniversary of the Effective Date or InterSystems provides notice to the Partner or the End User, as the case may be, of non-renewal no later than 120 calendar days prior to the anniversary of the Effective Date.

License Agreement

InterSystems HealthShare products and support are offered and made available pursuant to a License Agreement, which incorporate these terms by reference. The License Agreement contains additional terms and conditions applicable to the licensing, use and support of InterSystems products. The type, scope, size and limitations on each HealthShare License, as well as the metric(s) used to determine Health License Units, are specified in the License Agreement. Capitalized terms used herein and not otherwise defined have the meanings set forth in the License Agreement. Software is delivered with a license key that restricts the size and scope of the License. The license key may not be copied nor may the restrictions contained therein be circumvented in any way without the express written permission of InterSystems.

Pre-Release and User-Specific Software

InterSystems may make field test or other pre-release versions of its software products available from time to time. In addition, InterSystems may develop user-specific software code during the course of providing Product Support or other services. All such pre-release and user-specific software is owned by InterSystems and shall be made available to be used by the End User on an “as is” basis. Standard warranty and indemnification provisions do not apply and Product Support is not provided for such software.

Open Source and Third-Party Software

Open source software and any third-party software or content incorporated into or shipped with the Licensed Software shall be subject to the terms and conditions applicable to such software or content, which terms and conditions are either publicly available and/or provided by InterSystems at www.InterSystems.com/ThirdPartyProducts

Runtime Services

Certain InterSystems products are available with enhanced features and functionality that are provided through runtime services (Runtime Services) offered by one or more third-parties (a Third-Party Provider) and may include the sharing of some of Customer’s data (Customer Data) with the Third-Party Provider. In some cases, the use of a Runtime Service will be an optional add-on feature. In others, access to a Runtime Service will be included with the Customer’s License to use the underlying Licensed Software. While the software provided by InterSystems allowing the Customer to utilize a Runtime Service is part of the Licensed Software, the Runtime Service itself shall not be considered part of the Licensed Software. The details of a particular Runtime Service, the Third-Party Provider, any Customer Data shared with the Third-Party Provider, together with the terms and conditions for the use of such Runtime Service are set forth in a specification (Runtime Service Specification) attached

to the Customer's License Profile. Where a Runtime Service includes artificial intelligence features, InterSystems' Guidelines for Responsible Use of Artificial Intelligence, available at www.intersystems.com/AI-Use-Guidelines, shall apply.

Regulatory Compliance

The End User acknowledges that it is responsible for complying with all laws and regulations applicable to End User regardless of whether InterSystems assists, directs, or provides other services in connection with the implementation of InterSystems software. The End User further acknowledges that InterSystems accepts no responsibility for End User's failure to comply with any such law or regulation.

Additional Charges

InterSystems shall not be responsible for any travel expenses, wire fees, sales taxes, value added taxes, import duties, or other government-imposed charges applicable to the License and Product Support. If the customer requests that InterSystems use a billing or other service, InterSystems will pass on all fees or other charges imposed by such billing service, together with a reasonable administrative charge. Shipping terms are FOB destination, unless otherwise noted on the invoice. The Partner or End User, as the case may be, shall pay shipping and handling charges as detailed on each invoice.

Payment Terms

Payment is due within 30 days of the InterSystems invoice date. Subscription License fees and Product Support fees must be paid in advance of the corresponding coverage period and are non-refundable.

Changes

Subject to the provisions of the License Agreement, InterSystems may update these terms from time to time upon posting such modified terms at the same URL, provided however that InterSystems shall endeavor to notify customers (which notice may be provided by email) of pricing changes at least (a) 30 days prior to the effective date of a change in Paid-up License fees and (b) 90 days prior to the effective date of a change in the fees for Subscription Licenses and Product Support. You are encouraged to check this URL on a regular basis. Upon posting such update, these terms shall be considered amended and restated without further action by either Party.

Notwithstanding the foregoing, InterSystems shall not materially increase your responsibilities nor materially diminish its responsibilities hereunder without providing at least 30 days' prior notice to you. Any such notice shall be sent to the Compliance Contact specified in your Profile/Order or otherwise communicated to InterSystems. If no Compliance Contact is named, then notice shall be sent to the business contact person named in the Profile/Order.

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