Hyland Specific Terms and Conditions

Licensors of software included in the Hyland software are third party beneficiaries to this end user license agreement solely as it applies to the licensing of their respective software products in Hyland software.

The Hyland software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Hyland software is not designed or intended for use in any situation where failure or fault of any kind of the Hyland software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). Client is not licensed to use the Hyland software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Hyland software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Client agrees not to use, distribute or sublicense the use of the Hyland software in, or in connection with, any High Risk Use." Client agrees to indemnify and hold harmless Hyland from any third-party claim arising out of Client's use of the Hyland software in connection with any High Risk Use.

Client understands and agrees that Hyland is not engaged in the practice of medicine and that the Hyland software is an information tool only and is not a substitute for professional judgment of healthcare providers in diagnosing and treating patients.