

Mirth® Connect by NextGen Healthcare Dynamic Licensing Schedule

To the extent there is a conflict between other sections of the Connect Agreement and this Schedule, then, solely as it relates to the Mirth® Connect by NextGen Healthcare Dynamic Licenses, this Schedule shall prevail. Capitalized terms shall have the meanings set forth in the Connect Agreement with Company.

1. Client is obtaining License(s) to certain Mirth Connect through the Dynamic Licensing model, as are specifically set forth in the applicable Order Form. Client may purchase additional Mirth Connect Licenses through the Dynamic Licensing model through a supplemental Order Form with Company
2. Term and Termination. This Mirth® Connect by NextGen Healthcare Dynamic Licensing Schedule shall become effective on the Effective Date of the applicable Order Form until the expiration of the applicable License Term, unless terminated earlier under the Connect Agreement.
3. Client is required to keep all Dynamic License Instances connected to the internet unless granted a written exception by Company to use the Dynamic License Instances via an Offline Deployment, where Offline Deployment is defined as a client who uses Company's offline validation process to perform license key validation. The following terms and conditions for use of Dynamic Licenses shall not be applicable to clients utilizing the Dynamic Licenses via an Offline Deployment. Such clients shall be subject to the Non-Dynamic License terms and conditions for use of their Dynamic Licenses until such client moves to an Online Deployment, where Online Deployment is defined as a client whose Dynamic License Instances are continually connected to the internet to validate client's Dynamic License(s).
4. For each Instance Client will utilize in a Production environment, Client must purchase a Bundle, which is defined as a group of four (4) total Instances. In addition, all additional Instances purchased must be purchased as a Bundle.
5. For purposes of clarification, Client may exceed the allowed Capacity on any given calendar day, provided Client does not exceed the Capacity for that calendar month.
6. For example, if Client has four (4) Instances active for 30 days in a month, then on the 31st day Client scales to 80 Instances, Client's monthly breakdown is as follows:
 - Capacity: 8 Instances
 - 30 days x 4 Instances = 120 Active Instances
 - 1 day x 80 Instances = 80 Active Instances
 - Cumulative "Active Instances" for the Month: 200 **Active Instances**
 - Average per day: $200 / 31 = 6.45/\text{day}$ (**Daily Average Utilization**)

Since Client's Daily Average Utilization is less than 8 Instances/day, Client is within the contractual parameters for utilization of the Dynamic Licenses.

7. Should Client exceed its defined monthly Capacity, Client may either purchase an additional Bundle, which is defined as a group of four (4) total Instances via a supplemental Order Form, or pay a monthly overage for its usage as follows:
 - $1.5 * (\text{Monthly Bundle cost} / 4 \text{ Instances per Bundle}) * \text{Number of Instances exceeding Capacity ("Overage Fees")}$.

Should Client fail to either purchase an additional block of four (4) Instances via a supplemental Order Form or pay such Overage Fees within thirty (30) days of the due date for such fees, Company may reduce Client's daily allowed Capacity as follows:

Number of Days after Due Date of Overage Fees	Daily Allowed Capacity
30 calendar days	1.5x contracted Capacity
60 calendar days+	No Overage above Capacity allowed

8. Company recommends Client remain current on releases of the Connect Offering for security reasons and to stay compliant with requirements to receive Software Maintenance Services.
9. Amendment. This Mirth® Connect by NextGen Healthcare Dynamic Licensing Schedule may only be amended by Client upon mutual written agreement. Company may amend this Schedule at any time via Company posting a revised version on its website or within Success Community. The revised version will be effective at the time Company posts it. Client will be considered as having expressly consented to all changes to this Schedule if Client continues to use the Mirth® Connect by NextGen Healthcare Dynamic Licenses. Client accepts the responsibility of a continuing review of the content of NextGen Healthcare's website and Success Community to determine whether any amendments or modifications have occurred. The parties hereto agree not to contest the validity of the Schedule under the provisions of any applicable law requiring documents to be in writing and signed by the party to be bound thereby.