

## General Terms and Conditions

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This document states the general terms and conditions under which Company will deliver to Client the products and services identified in any Order Form executed by the Parties.

### 1. CLIENT RESPONSIBILITIES

**1.1 General.** Client will comply with the applicable provisions of this Master Agreement and is responsible for the access to and use of the Platform Services by Client, its Affiliated Organizations, and their respective End Users, and for their compliance with this Master Agreement.

**1.2 Required Resources.** Client must procure and maintain the minimal client-side equipment, devices and network connectivity reasonably required to access and use the Platform Services in accordance with the applicable Order Form and User Materials (including any minimum system requirements).

**1.3 Professional Diagnosis and Treatment.** The Platform Services and related Company Technology do not make clinical, medical, or other professional decisions, and are not substitutes for Client's Personnel applying professional judgment and analysis. Client remains solely responsible for all clinical decisions, professional judgment, and compliance with applicable Law in the operation of its business.

**1.4 Limitations on Use.** Except to the limited extent expressly permitted in this Master Agreement, Client will not and will not permit any End User or third party to: (A) sell, transfer, lease, assign, or sublicense any Platform Services or Products; (B) use any Platform Services or Products as a service bureau, for outsourcing, or to provide the functionality of the Platform Services or Products to any third party, except that Client may permit its authorized End Users to access and use the Platform Services solely to support Client's internal business operations, provided such End Users are bound by written obligations no less protective than this Master Agreement and Client remains responsible for their acts and omissions; (C) permit any End User or other person to access or use the Platform Services or Products using another End User's ID, login, password, or otherwise make an End User's ID, login, or password available to any Third Party; or (D) bypass any privacy and/or security measures Company may use to prevent or restrict access to the Platform Services or Products (or other accounts, computer systems, or networks connected to the Platform Services or Products).

**1.5 Credential Management.** Client is responsible for maintaining appropriate credential management practices for its End Users (including promptly disabling credentials for departed personnel, using strong passwords and/or MFA where required or available, and promptly reporting suspected compromise of credentials to Company). Client is responsible for ensuring that access credentials assigned to End Users are used only by authorized individuals and in accordance with this Master Agreement. Client shall promptly notify Company of any known or suspected unauthorized access or credential misuse.

### 2. PAYMENT OF FEES

**2.1 Fees; Payment Terms.** Client shall pay the fees set forth in the applicable Order Form(s) in accordance with the terms of this Agreement and such Order Form(s). Unless otherwise specified in an Order Form or addendum, payment terms are Net thirty (30) days from invoice date. Client will pay Fees without setoff or deduction except to the extent required by law. Except as otherwise expressly provided in this Agreement or an applicable Order Form, Client's obligation to pay all Fees for the entire Service Term is non-cancelable and irrevocable, and Fees are payable regardless of Client's actual use of the Platform Services, implementation status, or timing of Client's internal adoption.

**2.2 Fee Components.** Fees are as set forth in the applicable Order Form. All pricing components and mechanics — including, as applicable, fixed fees, usage-based fees, outcome-based fees, minimum commitments, tiers, true-up periods, measurement methodologies, and overage rates — are governed solely by the terms of the applicable Order Form.

**2.3 Invoicing.** Company will invoice Client in accordance with the terms of the applicable Order Form.

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**2.4 Credit Card and eCheck Payments.** If Company permits Client to pay Fees by credit or debit card, or eCheck/ACH, Client authorizes Company (and its third-party payment processor) to charge the applicable payment method for Fees due under applicable Order Forms, including any recurring charges authorized by Client. Client represents that it is authorized to use the payment method provided and will maintain current and accurate payment information. Client will not provide payment card or bank account information to Company through non-secure channels (including email or support tickets) and will use only Company-designated payment portals or methods. Company may use a third-party payment processor and is not responsible for the acts or omissions of such processor. To the extent permitted by applicable Law, payments made by credit card may be subject to a processing fee equal to the lesser of (a) Company's actual processing cost for the transaction and (b) the maximum amount permitted by applicable Law. Payments made by eCheck or ACH will not be subject to a processing fee. Client remains responsible for any chargebacks, reversals, or other payment disputes initiated by Client or the card issuer; provided that Client may dispute charges in good faith in accordance with Billing Disputes Section of this Agreement.

**2.5 Billing Disputes.** If Client believes in good faith that Company has incorrectly billed Client, Client must notify Company in writing, in reasonable detail, of the dispute through Company's designated customer success channel "Success Community" (<https://www.community.nextgen.com/SuccessCommunityLogin>) prior to the date payment is due. Invoices for which no such timely notification is received will be deemed accepted by Client as true and correct, and Client shall pay all amounts due under such invoices by the applicable due date. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, each Party shall continue to fulfill its obligations under this Master Agreement during any such dispute, including payment by Client of all undisputed amounts due and payable. A billing dispute concerns the accuracy of an invoiced amount.

**2.6 Qualified Suspension; EHI Access.** If Client fails to pay undisputed Fees when due and such failure continues after the applicable cure period following written notice provided by Company set forth in this Master Agreement, Company may suspend access to or use of the Platform Services provided that Company will not, during any such suspension, suspend or disable the functionality through which Client's authorized End Users may access, exchange, or use Electronic Health Information ("EHI") maintained within the Platform Services using the standard EHI access methods described in the applicable User Materials (which may include, for example, the ability to view, download, export, or transmit EHI using Company's standard EHI access tools). Company may disable non-EHI features, non-essential modules, and non-essential integrations during any such suspension. Company will not suspend EHI access to the extent doing so would constitute "information blocking" under applicable law, including 45 C.F.R. Part 171, except to the extent that Company has determined in good faith that the conditions for an applicable exception under 45 C.F.R. Part 171 or other applicable law have been satisfied.

**2.7 Failure to Pay; Late Charges.** If Client fails to pay any undisputed amounts when due under an applicable Order Form, and such failure continues for fifteen (15) days after Company provides written notice of such failure to pay to Client, such failure shall constitute a material breach of this Agreement. To the extent permitted by applicable Law, Company may assess interest on undisputed amounts that are past due at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by Law, whichever is lower, calculated from the date such payment was due until paid. Except as expressly limited by applicable Law, Company reserves all rights and remedies available at law or in equity with respect to any failure by Client to pay undisputed amounts when due.

**2.8 Taxes.** Prices do not include applicable taxes. Company will invoice Client for any applicable taxes, and Client agrees to pay these taxes. Where applicable, Client must provide any tax-exemption claim to Company before, or contemporaneously, when, placing an order.

**2.9 Annual Adjustment.** Company may increase the Fees for the applicable Platform Services on an annual basis, no more than once in any twelve (12) month period, during the applicable Service Term (and any Renewal Term), by an amount equal to the lesser of (a) five percent (5%) or (b) the percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items. Company will provide Client at least sixty (60) days' prior written notice of any such increase. Any adjustment under this Section applies only to recurring Fees (including Platform Fees and subscription fees).

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**2.10 Renewal Pricing.** Unless an applicable Order Form expressly states that renewal Fees are fixed or pre-negotiated for a Renewal Term, renewal Fees for Platform Services will be Company's then-current Fees for the applicable Platform Services (including any applicable Packages and Metrics) as of the start of the Renewal Term. Company will provide Client notice of renewal pricing at least sixty (60) days prior to the start of the Renewal Term. Any annual price adjustment under the Annual Adjustment Section is independent of, and in addition to, changes in renewal pricing under this Section.

### 3. CONFIDENTIALITY

**3.1. Definition and Protection of Confidential Information.** For purposes of this Agreement, "Confidential Information" means non-public information disclosed by or on behalf of a Party ("Disclosing Party") to the other Party ("Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms of this Agreement, pricing, product plans, business information, security information, and Client Data. Confidential Information does not include information that the Receiving Party can demonstrate: (a) is or becomes publicly available without breach of this Agreement; (b) was known to the Receiving Party without restriction before receipt from the Disclosing Party; (c) is rightfully received from a third party without breach of any confidentiality obligation; or (d) is independently developed without use of or reference to the Disclosing Party's Confidential Information. The Receiving Party shall: (i) use the Disclosing Party's Confidential Information solely for purposes of performing under this Agreement; (ii) protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but no less than reasonable care; and (iii) limit disclosure of Confidential Information to its employees, contractors, and agents who have a need to know such information for purposes of this Agreement and who are bound by confidentiality obligations no less protective than those set forth herein. For the avoidance of doubt, each Party retains all ownership rights in and to its Confidential Information.

**3.2 Compelled Disclosure.** The Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, or court order, provided that, to the extent legally permitted, the Receiving Party gives the Disclosing Party prompt notice of such requirement and reasonably cooperates with the Disclosing Party, at the Disclosing Party's expense, in seeking a protective order or other appropriate remedy.

**3.3 Duration.** The confidentiality obligations set forth in this Section shall apply during the term of this Agreement and for a period of three (3) years following expiration or termination of this Agreement; provided that confidentiality obligations with respect to trade secrets, including the terms of the Master Agreement or any Order Form, shall survive for so long as such information remains a trade secret under applicable law.

**3.4 Return or Destruction.** Upon the Disclosing Party's written request, the Receiving Party will return or destroy the Disclosing Party's Confidential Information in its possession or control, except that the Receiving Party may retain (a) one archival copy solely for legal, regulatory, or compliance purposes, and (b) Confidential Information stored in routine system backups, in each case subject to the confidentiality obligations in this Section and any legal hold or retention requirements.

**3.5 Equitable Relief.** Each party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be an insufficient remedy. Accordingly, either party may seek appropriate equitable relief, in addition to any other remedies available at law or in equity, to protect its Confidential Information.

### 4. PRIVACY

**4.1 Protected Health Information.** To the extent Company creates, receives, maintains, or transmits Protected Health Information ("PHI") on behalf of Client in connection with the Platform Services, Company shall act solely as a Business Associate of Client, and comply with the Parties applicable Business Associate Addendum ("BAA"). The BAA shall govern the parties' respective obligations with respect to PHI and shall control in the event of any conflict with this Agreement. Nothing in this Agreement shall be construed to modify or limit the parties' obligations under the BAA.

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**4.2 Non-PHI Personal Information.** Except for PHI governed by the BAA, Client acknowledges that Company may collect and process limited non-PHI personal information relating to Client and its End Users, such as contact information, account credentials, and support communications, solely for purposes of account administration, authentication, support, security, and service communications. Company's collection and use of such non-PHI personal information shall be governed by Company's privacy policy made publicly available on its website, as may be updated from time to time.

**4.3 Compliance with Law.** Each Party shall comply with applicable Law relating to privacy and data protection in connection with its performance under this Agreement, including, where applicable, Law governing the use and disclosure of PHI. Client is responsible for providing any notices and obtaining any consents required by applicable Law for Client's collection, use, and disclosure of Client Data in connection with the Platform Services.

### 5. CONSULTING SERVICES, IMPLEMENTATION SERVICES AND ONLINE TRAINING

**5.1 Optional Consulting Services.** Company may provide consulting, implementation, training, or other professional services ("Consulting Services") to Client if expressly agreed by the parties in an applicable Order Form or statement of work ("SOW").

**5.2 Scope and Fees.** Company will provide Consulting Services as described in the applicable Statement of Work. The SOW will describe the Services, scope, and, if applicable, estimated duration, deliverables, and key milestones. Except as expressly stated therein, Consulting Services are provided on a time-and-materials basis and do not include any guarantee of specific outcomes or results.

**5.3 Change Control.** Any changes for Consulting Services must be documented in a mutually executed change order, Order Form, or amendment to the applicable SOW.

**5.4 Independent from Platform Services.** Consulting Services are separate and independent from the Platform Services. Failure to purchase Consulting Services, delay in performing Consulting Services, or termination of Consulting Services will not, by itself, affect Client's right to access and use the Platform Services during the applicable Service Term, subject to payment of applicable Fees and compliance with this Agreement.

**5.5 No Professional or Clinical Advice.** Consulting Services are provided solely to assist Client in configuring, implementing, or using the Platform Services and do not constitute clinical, medical, legal, regulatory, or other professional advice. Client remains solely responsible for all clinical decisions, professional judgment, and compliance with applicable Laws.

**5.6 Intellectual Property; Deliverables.** Except as expressly agreed in writing in an applicable Order Form or SOW: (a) Company retains all right, title, and interest in and to the Platform Services, Consulting Services, and any Company tools, templates, methodologies, know-how, software, documentation, or other materials used or provided by Company in connection with Consulting Services; (b) to the extent Consulting Services include written reports or other deliverables specifically identified as deliverables in an Order Form or SOW ("Deliverables"), Client may use such Deliverables for Client's internal business purposes; and (c) nothing in this Section restricts Company's ability to use its general skills, experience, and know-how, and to provide similar services or deliverables to other clients, provided Company does not disclose Client's Confidential Information.

### 6. PLATFORM SERVICES MODEL.

**6.1 General.** Company's Platform Services may be delivered as SaaS and/or Hosting, as specified in the applicable Order Form. During the applicable Service Term, Company will provide Client with access to and use of the applicable Platform Services solely for Client's internal business operations, subject to the terms and conditions of this Master Agreement and the applicable Order Form.

**6.2 SaaS Subscription.** Each SaaS subscription includes: (i) access to and use of the applicable Platform

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Services; (ii) remote access to the Cloud Environment designated by Company for delivery of the Platform Services; (iii) Maintenance Services, including technical support, bug fixes, and security patches, in accordance with Company's Maintenance Services policy; and (iv) Updates to Company Software and applicable Third-Party Software included with SaaS Platform Services.

**6.3. Hosting Subscription.** Each Hosting subscription includes: remote access to the Cloud Environment designated by Company for delivery of the Platform Services. Hosting subscriptions **do not** include: (i) Software Updates, patches, bug fixes, or (ii) any Maintenance Services. To receive Software Updates and technical support, Client must separately contract for Maintenance Services under an applicable Order Form.

**6.4 Access; End Users.** During the applicable Service Term, and provided Client remains in compliance with this Master Agreement, Company grants Client a limited, non-transferable and non-exclusive right to permit its authorized End Users to access and use the applicable Platform Services solely for Client's internal operations and in accordance with the applicable Metrics, User Materials, and Order Form. Client is responsible for identifying its authorized End Users and ensuring that all End Users comply with the terms of this Master Agreement. Client shall promptly notify Company of changes to authorized End Users in accordance with Company's standard procedures. Unless otherwise specified in an applicable Order Form, a subscription that is priced based on a Provider Metric includes access for the applicable Provider and a limited number of non-Provider End Users as designated by Company. Automated agents, bots, systems, or API clients may access the Platform Services only to the extent expressly authorized in an Order Form or Schedule and subject to the applicable Metrics. Access or use by such automated agents or API clients counts towards applicable Metrics and usage-based Fees.

**6.5 Ancillary Software Components; Plug-In Software.** Certain Platform Services may require Client to install limited Company-provided software components, including plug-ins or similar access-enabling tools, on Client-controlled devices or systems solely to enable authorized End Users to access and use the applicable Platform Services ("Ancillary Components"). Ancillary Components form part of the applicable Platform Services and are subject to the rights, restrictions, and end-of-term provisions set forth in the Limited Rights to Use Platform Services Section of this Agreement.

## 7. LIMITED RIGHTS TO USE PLATFORM SERVICES

**7.1 No Standalone License; Access Through Platform Services.** Except as expressly provided in this Section, or as set forth in an applicable Order Form for Hosting Client's licensed Software, Client does not receive any license to Company Software. Client's access to and use of Company Software is provided solely as part of the Platform Services described in the Platform Services Model Section of this Agreement and the applicable Order Form during the applicable Service Term.

**7.2 Ancillary Software Components.** During the applicable Service Term, Company grants Client a limited, non-exclusive, non-transferable, non-sublicensable right to permit authorized End Users to install and use the Ancillary Components solely as necessary to access and use the applicable Platform Services for Client's internal operations and in accordance with this Master Agreement, the applicable Order Form, and the User Materials. Ancillary Components may not be used independently of the Platform Services and do not constitute a separate license to, or any broader rights in, the underlying Company Software.

**7.3 Restrictions.** Except as expressly permitted by applicable law, Client will not (and will not permit any third party to): (a) copy, modify, translate, or create derivative works of the Platform Services; (b) reverse engineer, decompile, or disassemble the Platform Services; (c) access or use the Platform Services to develop, train, validate, improve, or support a competing product, service, AI model, or automated system; (d) interfere with or disrupt the Platform Services or Cloud Environment; or (e) use the Platform Services other than as permitted by the Agreement and applicable Order Forms. A breach of this Section constitutes a material breach of this Master Agreement.

**7.4 Ownership; No Title Transfer.** Certain Software may require a license key to operate, in which case the applicable license key will be provided at the time of delivery and additional license keys may be provided as needed.

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As between the Parties, Company and its licensors retain all right, title, and interest in and to the Company Software, Ancillary Components, User Materials, and all related Company Technology. No ownership interest or title is transferred to Client under this Master Agreement.

**7.5 Verification of Use.** Company may, upon reasonable notice and no more than once in any twelve (12) month period, verify Client's compliance with the scope of access and use permitted under the applicable Platform Services, solely to confirm conformity with the applicable Order Form and Metrics. Any such verification shall be conducted in a manner designed to minimize disruption to Client's operations.

**7.6 Effect of Expiration or Termination.** Upon expiration or termination of the applicable Platform Service, Client's rights under this Section immediately terminate. Client shall promptly discontinue use of the applicable Platform Services and uninstall and delete any Ancillary Components provided in connection with such Platform Services, except to the extent required to support Client's permitted data retrieval during any post-termination data access period expressly provided under this Master Agreement.

### 8. CLOUD ENVIRONMENT AND OPERATIONS

**8.1 Cloud Environment.** Company will operate and maintain the technical environment used to provide the Platform Services, whether provided as SaaS and/or Hosting, as specified in the applicable Order Form, (the "Cloud Environment") in accordance with the applicable Order Form and User Materials. The Cloud Environment consists of Company-controlled infrastructure, systems, and services that Company deems necessary to make the Platform Services available to Client. Client acknowledges that the configuration, architecture, and components of the Cloud Environment are determined by Company and may include third-party infrastructure, platforms, and services used by Company to deliver the Platform Services. Company may use one or more third-party cloud infrastructure or hosting providers as part of operating the Cloud Environment. Client obtains no rights or licenses to such third-party infrastructure or services, except as embedded in the Platform Services during the Service Term.

**8.2 Operational Responsibility.** During the applicable Service Term, Company is responsible for operating the Cloud Environment so that the Platform Services perform materially in accordance with the applicable User Materials, subject to the terms of this Master Agreement. Client is responsible for: (a) its systems and networks used to connect to and access the Platform Services; (b) maintaining appropriate security of Client's systems and End User credentials; and (c) using supported configurations and connectivity as described in applicable User Materials. Company is not responsible for performance issues attributable to Client's or a third party's systems, networks, or connectivity outside the Cloud Environment.

**8.3 Scheduled Maintenance and Operational Changes.** Company may perform scheduled maintenance or other operational changes, enhancements, patches, and fixes on the Cloud Environment and Platform Services from time to time and will use commercially reasonable efforts to provide advance notice of scheduled maintenance that is expected to materially impact availability or functionality. Emergency maintenance necessary to address security vulnerabilities, compliance issues, or critical operational failures may be performed without advance notice.

**8.4 Storage, Usage Parameters and Reconciliation.** Client's use of the Platform Services may be subject to storage, usage, or other technical parameters as specified in the applicable Order Form, Schedule, or User Materials. Company may monitor usage solely to support service delivery, capacity planning, security, metering, invoicing, and compliance with the applicable Metrics. Company may reconcile and true up actual usage and associated charges on a monthly, quarterly, or other periodic basis as specified in the applicable Order Form or Schedule to ensure Client is billed accurately based on measured consumption. Client shall cooperate with any reasonable requests for usage data or access to systems necessary to verify compliance with usage parameters and to support billing reconciliation.

**8.5 Platform Evolution, Security and Compliance.** Client acknowledges and agrees that the Platform Services are provided as part of an evolving technology platform. During the applicable Service Term, Company may modify, update, enhance, replace, re-architect, migrate, or otherwise modernize the Platform Services, including changes to infrastructure, hosting environments, user interfaces, workflows, security controls, technical architecture, integrations,

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APIs, third-party components, or underlying technologies (collectively, “Platform Changes”). Platform Changes may be implemented to, among other things, maintain or improve the security, integrity, performance, availability, scalability, and regulatory compliance of the Platform Services, including compliance with applicable Law and industry-recognized security practices. Client acknowledges that Platform Changes may result in functional differences, modified workflows, updated system requirements, or the retirement or deprecation of features or functionality. Provided that the Platform Services, taken as a whole, continue to materially conform to their intended purpose as described in the applicable User Materials, Platform Changes will not, by themselves, constitute a breach of this Master 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. Company will use commercially reasonable efforts to provide Client with at least thirty (30) days' advance written notice of material Platform Changes that are reasonably expected to result in a material change to the functionality, user interface, or workflows of the Platform Services as described in the applicable User Materials, except that Company may implement Platform Changes without prior notice where necessary to address security risks, compliance requirements, system integrity, or platform stability. Notice may be provided through release notes, support communications, online community postings, or other reasonable channels.

**8.6 Like-for-Like Substitutions.** To support platform improvements and continuity of service, Company may substitute any Package component with another Package component that Company determines is reasonably comparable in purpose and overall functionality (a “Like-for-Like Substitution”). A Like-for-Like Substitution is not intended to materially reduce the core functionality of the affected Package, taken as a whole, as purchased. A Like-for-Like Substitution will not, by itself, increase the Fees for the affected Service Term. Company will provide Client with at least thirty (30) days' advance written notice prior to implementing any Like-for-Like Substitution, except that where a substitution is necessary to address a security risk, compliance requirement, or the discontinuation of a third-party component by its vendor or sub-contractor, Company will provide as much advance notice as is reasonably practicable under the circumstances. Company may update the applicable Schedule(s) to reflect the Like-for-Like Substitution.

## 9. MAINTENANCE AND SUPPORT SERVICES.

**9.1 Maintenance and Support.** During the applicable Service Term for SaaS Subscriptions and purchased Maintenance Services subscriptions for Hosted Subscriptions, Company will provide maintenance and support services for the Platform Services in accordance with its then-current maintenance and support policies (the “Support Policies”), and any applicable support terms expressly set forth in an Order Form. Unless otherwise expressly stated in an applicable Order Form, maintenance and support services are included in Subscription Fees for SaaS subscriptions at no additional cost. For Hosting subscriptions, maintenance and support services are not included in the Hosting Subscription Fee; Clients must separately purchase Maintenance Services if they wish to receive such services, and such Maintenance Services will be subject to the terms of this Section and the applicable Support Policies. Such Services may include, as applicable: (i) access to technical support resources; (ii) error corrections, patches, fixes, and Updates; and (iii) assistance intended to help restore the Platform Services to material conformity with the applicable User Materials. In the event of a conflict between the Support Policies and this Master Agreement or an Order Form, this Master Agreement or such Order Form (as applicable) will control.

**9.2 Support Policies.** Company will use commercially reasonable efforts to provide advance notice where practicable of changes to the Support Policies that are reasonably expected to materially impact Client's receipt of support for the Platform Services purchased under an applicable Order Form. Any updates to Support Policies will not materially reduce the support level expressly purchased by Client under an applicable Order Form during the then-current Service Term.

**9.3 Updates and Changes to Platform Services.** Company may deploy Updates to the Platform Services from time to time as part of its ongoing maintenance, security, and platform operations, consistent with Cloud Environment and Operations Section of this Agreement. Updates may include enhancements, modifications, fixes, or changes to functionality and may be implemented automatically, including without prior notice where necessary to address security risks, compliance requirements, or platform stability. Client acknowledges that Updates are an integral part of the Platform Services and that the Platform Services may change over time.

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**9.4 Support Scope and Limitations.** Company's maintenance and support obligations do not include support for issues arising from: (i) Client's or End Users' misuse of the Platform Services; (ii) Client's or End Users' failure to comply with User Materials or access requirements; (iii) Client-controlled systems, devices, networks, or third-party services not provided by Company; or (iv) modifications or integrations not authorized by Company. Company is not obligated to provide support for beta, trial, limited release, deprecated, or retired features unless expressly agreed to in writing.

**9.5 Suspension of Support for Non-Compliance.** Company may limit or suspend maintenance and support services for the Platform Services if Client is not in compliance with this Master Agreement or the applicable Order Form; provided that Company will use commercially reasonable efforts to provide notice and, where practicable, an opportunity to cure the non-compliance before limiting or suspending support, and any limitation or suspension will be implemented in a manner consistent with applicable Law and the terms of this Master Agreement.

**9.6 No Guarantee of Resolution.** While Company will use commercially reasonable efforts to provide maintenance and support services in accordance with this Section, Company does not guarantee that all issues will be resolved or that the Platform Services will be error-free or uninterrupted.

## 10. DATA USE; ANALYTICS; AI FEATURES

**10.1 PHI Governed by BAA.** To the extent Client Data includes PHI, Company's use and disclosure of such PHI is governed by the BAA.

**10.2 Use of Data for Operations and Improvements.** Company may use Client Data to provide, secure, support, maintain, and improve the Platform Services, including to (a) configure and personalize the Platform Services for Client, and (b) perform analytics to improve workflows, features, performance, and security. As part of these activities, Company may de-identify and aggregate Client Data to develop analytics, benchmarking, and related capabilities for the Platform Services using industry-recognized de-identification techniques, and in accordance with applicable Law. Company will not identify Client or any individual as the source of any de-identified or aggregated data.

**10.3 AI and Assistive Technology Features.** The Platform Services may include features that use automation, machine learning, or other assistive technologies (including large language models) ("Assistive Features") to analyze inputs, automate tasks or workflows, and provide suggestions, recommendations, summaries, or other outputs intended to support End Users. Client acknowledges that outputs from Assistive Features may be inaccurate or incomplete and that Client remains responsible for End User decisions and any reliance on such outputs. Company will maintain a risk-based governance program for Assistive Features, which may include, as applicable and as described in the applicable User Materials or Online Policies, pre-deployment testing and validation, accuracy monitoring, bias evaluation, and usage guidelines. Client is responsible for establishing and communicating appropriate internal policies governing End User use of Assistive Features, including requiring appropriate clinical or professional review of Assistive Feature outputs prior to use in patient care or other professional decision-making contexts, and obtaining any necessary consents as may be required under applicable Law.

**10.4 No Training on PHI or Personally Identifiable Information.** Company will not use or disclose Client Data that constitutes PHI or personally identifiable information to train or develop general-purpose machine learning or large language models, except to the extent (a) expressly authorized by Client in writing, and (b) where such Client Data includes PHI, specifically authorized under the applicable BAA and permitted by applicable Law. For clarity, Company may process Client Data as necessary to provide Assistive Features for Client as part of the Platform Services, consistent with this Master Agreement and the BAA.

## 11. TERM AND TERMINATION

**11.1 Term.** This Master Agreement becomes effective on the Effective Date of the first Order Form entered between the Parties and will remain in effect until terminated in accordance with this Term Section. Each Product,

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Service, and subscription purchased by Client under an Order Form has its own Service Term, which is specified in the applicable Order Form. The Service Term for each Product or Service commences on the Effective Date specified in the Order Form and continues for the duration specified, unless terminated earlier in accordance with this Master Agreement. Termination or expiration of a particular Order Form or Platform Service does not, by itself, terminate this Master Agreement unless all active Order Forms have expired or been terminated.

**11.2 Termination for Cause.** Either Party may terminate this Master Agreement or an applicable Order Form for material breach by the other Party, provided that the non-breaching Party gives written notice describing the breach in reasonable detail and the breaching Party fails to cure such breach within thirty (30) days after receipt of such notice; provided that the cure period for failure to pay undisputed Fees when due will be fifteen (15) days after receipt of notice. Company may suspend the Platform Services as provided in Suspension Section of this Agreement. Either Party may terminate this Master Agreement immediately upon written notice if the other Party becomes insolvent, ceases to conduct business in the ordinary course, makes a general assignment for the benefit of creditors, or becomes the subject of a bankruptcy, insolvency, or similar proceeding that is not dismissed within forty-five (45) days. In addition to any other remedies available under this Master Agreement, Company may suspend Client's access to or use of the Platform Services in accordance with Qualified Suspension; EHI Access Section of this Agreement if Client materially breaches this Master Agreement (including failure to pay undisputed Fees when due) and fails to cure within the applicable cure period.

**11.3 Effect of Expiration or Termination of Platform Services.** Upon termination or expiration of a Platform Service for any reason: (i) Client's right to access and use the applicable Platform Services immediately ceases, subject to Client Data Access and Return Section of this Agreement; (ii) Client shall promptly discontinue use of the Platform Services and any ancillary software components provided solely to enable access to the Platform Services, in accordance with the Limited Rights to Use Platform Services Section of this Agreement; and (iii) except as expressly set forth in this Master Agreement, neither Party shall have any further obligation to the other with respect to the terminated Platform Service. Termination or expiration will not relieve Client of its obligation to pay any Fees, expenses, or other amounts that accrued prior to the effective date of termination or expiration, or any amounts that otherwise become due under this Agreement as a result of such termination.

**11.4 Client Data Access and Return.** Following expiration or termination of a Platform Service, Company will make Client Data available to Client for retrieval for thirty (30) days (or such other period as may be specified in the applicable Order Form) using Company's standard data export capabilities and procedures, as described in the applicable User Materials or Support Policies. Client is responsible for timely retrieving its Client Data during such period. Company is not obligated to provide data conversion, custom exports, or professional services in connection with data retrieval unless agreed in writing, and any such services may be subject to additional Fees. Company is not obligated to retain Client Data beyond the data availability period described in this Section, except as required by applicable Law or legal hold.

**11.5 Deletion of Data.** After expiration of the data availability period described in Client Data Access and Return Section, Company will delete or render unrecoverable Client Data remaining in the Cloud Environment in accordance with Company's data retention and deletion practices, except to the extent retention is required by applicable Law or legal hold. For clarity, Client Data may remain in routine system backups for a limited period in accordance with Company's backup and retention practices, subject to the confidentiality and security obligations of this Master Agreement.

**11.6 Survival.** The provisions of this Master Agreement that by their nature should survive expiration or termination shall survive, including without limitation provisions relating to payment obligations accrued prior to termination or otherwise payable in connection with termination, Confidentiality, Privacy, Data Use, Proprietary Rights, Warranty Disclaimers, Limitation of Liability, Indemnification, and this Term and Termination Section.

## 12. PROPRIETARY RIGHTS

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**12.1 Ownership of Company Technology.** As between the Parties, Company and/or its licensors retain all right, title, and interest in and to the Company Technology, including the Platform Services, Company Software, ancillary software components, User Materials, and all improvements, enhancements, modifications, derivative works, and related intellectual property rights therein. No Company Technology is ever sold to Client. No license or other rights are granted to Client by implication, estoppel, or otherwise. Unless specifically stated in writing by Company to the contrary, Client has no right to use Company's or any Third Party's name, trademarks, service marks, or logos, or any goodwill now or hereafter associated therewith, all of which is the sole property of and will inure exclusively to the benefit of Company or such Third Party. Client will not use the Platform Services, Company Technology, or User Materials in a manner that violates any third-party intellectual property, contractual, or other proprietary rights.

**12.2 Ownership of Client Data.** As between the Parties, Client retains all right, title, and interest in and to Client Data. Nothing in this Master Agreement transfers ownership of Client Data to Company. Company may use Client Data solely as permitted under this Master Agreement, including Data Use; Analytics; AI Features Section, Privacy Section, and any applicable BAA and/or data processing addendum, as applicable.

**12.3 Feedback.** Client may, but is not obligated to, provide suggestions, comments, or feedback regarding the Platform Services ("Feedback"). Client grants Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right to use, reproduce, modify, and incorporate such Feedback into the Company Technology without restriction or obligation to Client, provided that Feedback does not include Client Data.

**12.4 No Implied Rights; Reservation of Rights.** All rights not expressly granted to Client under this Master Agreement are reserved by Company and its licensors.

### 13. LIMITED WARRANTIES

**13.1 Mutual Authority and Compliance.** Each Party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the Laws of the state of its organization; (b) it has full right, power, and authority to execute and perform under this Master Agreement; (c) its execution and performance of this Master Agreement do not violate any agreement by which it is bound or any applicable Law.

**13.2 Compliance; Excluded Parties.** Each Party represents and warrants that, to the best of its knowledge: (a) it, its Affiliates, and its Personnel are not under or subject to a corporate integrity agreement or similar restriction by any payer, government agency, or industry self-regulating organization; and (b) neither it nor any of its Affiliates, directors, or Personnel are (i) listed in the exclusion records maintained in the System for Award Management (SAM.gov) (or any successor system), or (ii) suspended or excluded from participation in any Government Payer Programs. A breach of this Section will be a material breach of this Master Agreement and entitle the non-breaching Party to terminate this Master Agreement in accordance with the Term and Termination Section.

**13.3 Platform Services Warranty.** Company warrants that, during the applicable Service Term, the Platform Services will perform in all material respects in accordance with the applicable User Materials. Client must notify Company in writing of any alleged breach of this warranty in reasonable detail within thirty (30) days after discovering the issue. Company's sole obligation, and Client's exclusive remedy, for breach of this warranty will be for Company to use commercially reasonable efforts to correct the non-conformity so that the Platform Services materially conform to the applicable User Materials. If Company does not restore such material conformity within ninety (90) days following notice, Client may terminate the affected Platform Service and receive a refund of any prepaid, unused Fees for the terminated portion of the applicable Service Term as its sole and exclusive remedy for such failure. This warranty does not apply to issues resulting from: (a) misuse of the Platform Services by Client or its End Users; (b) use of the Platform Services other than in accordance with this Master Agreement or the User Materials; (c) Client-controlled systems, devices, networks, or third-party services not provided by Company; or (d) beta, trial, preview, limited release, deprecated, or retired features.

**13.4 No Regulatory Outcome Warranty.** Company does not warrant that the Platform Services will ensure Client's compliance with any specific Law, regulatory program, reimbursement requirement, certification, or

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accreditation standard. Client remains solely responsible for its compliance obligations, professional judgment, and operational decisions.

**13.5 Limited General Release and Pre-Release Features.** From time to time, Company may offer limited release, beta, preview, or similar pre-release features. Such features are provided “as is,” without warranty of any kind, and may be modified or discontinued at any time.

### 14. WARRANTY DISCLAIMERS

**14.1 Except as Expressly Provided.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE LIMITED WARRANTIES SECTION OF THIS AGREEMENT, THE PLATFORM SERVICES AND ALL COMPANY TECHNOLOGY ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, OR THAT MAY ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

**14.2 No Warranty.** Company does not warrant that the Platform Services will be uninterrupted or error-free, that all defects will be corrected, or that the Platform Services will be completely secure. Client acknowledges that the Platform Services operate over the internet and through third-party infrastructure not under Company’s control. Nothing in this Section limits Company’s express obligations under any applicable BAA or security addendum or exhibit, and Company will maintain the safeguards described in this Agreement and such documents.

**14.3 Third Party Components and Integrations.** Company does not make, and hereby expressly disclaims, any warranties with respect to Third-Party Software, Third-Party Services, or Third-Party infrastructure components incorporated into or used in connection with the Platform Services. Such third-party components are provided subject to the applicable third-party terms, if any.

**14.4 Content and Clinical Information.** To the extent the Platform Services include clinical content, educational materials, coding references, or similar informational resources (“Content”), such Content is provided for informational purposes only. Company does not warrant the accuracy, completeness, or continued availability of any Content and disclaims any liability arising from reliance on such Content. Client remains solely responsible for professional judgment, clinical decisions, regulatory compliance, and patient care.

**14.5 Beta or Limited Release Features.** Any beta, preview, trial, or limited release features are provided without warranty of any kind and may be modified, suspended, or discontinued at any time.

### 15. LIMITATION OF LIABILITY

**15.1 Exclusion of Certain Damages.** EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY CONSEQUENTIAL, SPECIAL, MORAL, INCIDENTAL, INDIRECT, RELIANCE, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF GOODWILL, PROFITS, REVENUE, BUSINESS, USE, OPPORTUNITIES, OR SAVINGS, OR FOR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT OR THE PLATFORM SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ANY OTHER THIRD PARTIES (INCLUDING COMPANY LICENSORS) BE LIABLE TO CLIENT UNDER THIS MASTER AGREEMENT ON ANY BASIS WHATSOEVER.

**15.2 Liability Cap.** EXCEPT FOR THE EXCLUDED CLAIMS, EACH PARTY’S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT OR THE PLATFORM SERVICES (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE OF FEES PAID OR OWED BY CLIENT WITHIN THE TWELVE

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(12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL PRIVACY/SECURITY CLAIMS SHALL NOT EXCEED THE GREATER OF (A) TWO TIMES (2X) THE AGGREGATE FEES PAID BY CLIENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIMS, AND (B) ONE MILLION DOLLARS (US \$1,000,000); PROVIDED, HOWEVER, THAT THIS SUB-CAP WILL NOT APPLY TO PRIVACY/SECURITY CLAIMS ARISING FROM A PARTY'S FRAUD OR WILLFUL MISCONDUCT. NOTHING IN THIS LIMITATION OF LIABILITY SECTION LIMITS CLIENT'S OBLIGATION TO PAY FEES OR OTHER AMOUNTS DUE UNDER THIS AGREEMENT OR ANY ORDER FORM, INCLUDING AMOUNTS PAYABLE UPON OR AS A RESULT OF TERMINATION.

**15.3 Basis of the Bargain.** The Parties acknowledge that the limitations and exclusions of liability in this Section form an essential basis of the bargain between the Parties and shall apply notwithstanding any failure of essential purpose of any limited remedy, to the maximum extent permitted by applicable Law.

### 16. INDEMNIFICATION

**16.1 Company Indemnification.** Company will defend Client against any third-party claim alleging that the Platform Services, as provided by Company and used by Client in accordance with this Master Agreement and the applicable Order Form, infringe or misappropriate a valid U.S. patent, copyright, trademark, or trade secret (an "IP Claim"), and Company will pay the damages finally awarded by a court of competent jurisdiction or agreed in a written settlement signed by Company. Client must: (a) promptly notify Company in writing of the IP Claim (provided that failure to provide prompt notice will relieve Company of its obligations only to the extent materially prejudiced); (b) give Company sole control of the defense and settlement of the IP Claim; and (c) provide reasonable cooperation at Company's expense.

**16.2 Infringement Remedies.** If the Platform Services become, or in Company's opinion are likely to become, the subject of an IP Claim, Company may, at its option and expense: (a) procure for Client the right to continue using the affected Platform Services; (b) modify the affected Platform Services so they become non-infringing without materially reducing their overall functionality; or (c) replace the affected Platform Services with non-infringing services having materially equivalent functionality. If none of the foregoing options is commercially reasonable, Company may terminate the affected Order Form upon written notice to Client and refund any prepaid, unused Fees for the terminated portion of the Service Term.

**16.3 Exclusions.** Company will have no obligation under Company Indemnification Section for any claim to the extent arising from: (a) Client Data or any content, data, or materials provided by Client or End Users; (b) Third-Party Software, Third-Party Services, or third-party infrastructure components; (c) use of the Platform Services in combination with products, services, software, or systems not provided by Company, if the claim would not have occurred but for such combination; (d) modification of the Platform Services not made by or authorized in writing by Company; or (e) Client's use of the Platform Services other than in accordance with this Master Agreement, the applicable Order Form, and User Materials.

**16.4 Client Indemnification.** Client will defend Company and its Affiliates, and their respective officers, directors, employees, and agents, from and against any third-party claim, and will pay the damages finally awarded or agreed in a written settlement signed by Client, arising out of or relating to: (a) Client Data; (b) Client's or any End User's breach of the Client Responsibilities Section, the Limited Rights to Use Platform Services Section, or the Proprietary Rights Section; (c) Client's or any End User's use of the Platform Services outside the scope of the rights granted under this Master Agreement or applicable Order Form; or (d) Client's or any End User's use of Third-Party Software or Third-Party Services not provided by Company. Company must: (i) promptly notify Client in writing of such claim (subject to the same prejudice standard as the Company Indemnification Section); (ii) permit Client to control the defense and settlement; and (iii) provide reasonable cooperation at Client's expense.

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**16.5 Settlement; Cooperation.** The indemnifying Party may not settle any claim in a manner that admits liability or wrongdoing on behalf of the indemnified Party, or imposes a monetary obligation or injunctive relief on the indemnified Party, without the indemnified Party's prior written consent (not to be unreasonably withheld or delayed).

**16.6 Exclusive Remedy.** This Section states the indemnifying Party's entire liability and the indemnified Party's exclusive remedy with respect to third-party infringement and misappropriation claims.

### 17. GENERAL PROVISIONS

**17.1 Equitable Relief.** Each Party acknowledges that a breach of the provisions relating to Confidentiality, Privacy, Proprietary Rights, or Limitations on Use may cause irreparable harm for which monetary damages may be insufficient. In such event, the non-breaching Party may seek equitable relief in addition to any other remedies available at law or in equity.

**17.2 Notices.** Any notice given under this Master Agreement must be in writing and, other than service of process, may be delivered: (A) if to Company, to [legal@nextgen.com](mailto:legal@nextgen.com), or such other notice address as Company designates in writing; and (B) if to Client, to the "sold to" email address set forth on the applicable Order Form or such other notice address as Client designates in writing. A notice sent by email will be deemed received on the first Business Day after transmission, unless the sender receives an automated message indicating that the email was not delivered. Notices delivered personally or via overnight courier will be effective upon delivery, and notices delivered by U.S. mail will be deemed effective five (5) Business Days after being deposited in an official U.S. Postal Service mailbox.

**17.3 Assignment.** Client may not assign this Master Agreement without Company's prior written consent, which shall not be unreasonably withheld. Company may assign this Master Agreement without Client's consent in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets relating to the Platform Services. Any permitted assignment will bind and inure to the benefit of the Parties and their permitted successors and assigns.

**17.4 Independent Contractors.** The Parties are independent contractors. Nothing in this Master Agreement creates any partnership, joint venture, fiduciary, employment, or agency relationship between the Parties.

**17.5 Waiver; Amendment.** No waiver of any provision of this Master Agreement will be effective unless in writing and signed by the Party against whom the waiver is asserted. This Master Agreement may be amended only by a written agreement signed by authorized representatives of both Parties, except that Online Policies may be updated as expressly permitted in the Online Policies; Updates Section of this Agreement.

**17.6 Subcontractors.** Company may subcontract the performance of its obligations to Third Parties as it determines appropriate, but in such cases, Company shall remain responsible for the performance of its subcontractors.

**17.7 Force Majeure.** A Party's failure to perform its obligations under this Master Agreement, other than the payment of money, is excused to the extent that the failure is caused by an event outside its reasonable control, including an act of God, act or threat of terrorism, shortage of materials, strike or labor action, war or threat of military or significant police action, natural disaster, failure of Third Party suppliers, failure or sustained outage of third-party cloud infrastructure or platform providers used by Company to deliver the Platform Services, denial of service attacks and other malicious conduct, utility failures, power outages, governmental acts, orders, or restrictions, or other cause beyond its reasonable control.

**17.8 Severability.** If any terms or provisions of this Master Agreement are for any reason held invalid, unenforceable, or deemed contrary to any applicable Law or policy, the Parties' preference is that such terms or provisions be effective to the extent permitted by Law and the same will not affect any other term or provision of this Master Agreement, which will otherwise remain in full force and effect.

**17.9 Publicity.** Company may publicly identify Client as a customer of Company, including use of Client's name and logo, unless Client notifies Company in writing that it does not consent to such identification.

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**17.10 Covenant not to Solicit.** During the Term of this Master Agreement and for one (1) year thereafter, neither Party will knowingly and directly solicit for employment any employee of the other Party who was materially involved in the performance of this Master Agreement; provided that this Section does not restrict general solicitations not targeted at such employee or the hiring of any person who responds to such a general solicitation or independently seeks employment.

**17.11 Third-Party Materials; Third-Party Beneficiaries; Additional Modules.** Certain Third-Party Materials identified in an Order Form or enabled for Client's use within the Platform Services may be subject to pass-through or additional terms made available to Client at: [www.nextgen.com/thirdpartyagreements](http://www.nextgen.com/thirdpartyagreements) and in connection with the applicable Third-Party Materials or module ("Third Party Terms"). Client's use of such Third-Party Materials or module is subject to the applicable Third-Party Terms only to the extent they relate to the specific Third-Party Materials or module purchased, enabled, or accessed by Client. Unless expressly stated in an Order Form, Client is not required to procure such Third-Party Materials directly through Company. Except as expressly provided above or in any applicable Schedule, this Master Agreement is not made for the benefit of any third party, and nothing in this Master Agreement, whether express or implied, is intended to confer on any third party any rights or remedies under or by reason of this Master Agreement.

**17.12 Online Policies; Updates.** Certain operational policies referenced in this Master Agreement (for example, support policies, acceptable use requirements, and similar operational documentation) may be made available on Company's website and may be updated by Company from time to time. Company will use commercially reasonable efforts to provide advance notice where practicable of updates that are reasonably expected to materially impact Client's use of the Platform Services. Updates will apply prospectively from the date the updated Online Policy is posted on Company's website (or such later effective date as Company may specify in the Online Policy), and will not apply retroactively. Company will not, through an update to any such policy during a then-current Service Term, materially reduce Client's purchased support level or materially expand Company's permitted use of Client Data beyond what is set forth in this Master Agreement and the applicable Order Form (and, for PHI, the BAA). In the event of a conflict between any website-posted policy and this Master Agreement or an Order Form, this Master Agreement or such Order Form (as applicable) will control.

**17.13 Updated Terms for Future Orders.** Company may update the version of its general terms made available on its website from time to time. Future Order Forms will remain governed by this Master Agreement unless the applicable Order Form expressly states that a newer version of Company's general terms applies to that Order Form. Any such newer version will apply only to that Order Form and the products or services purchased under it, and will not amend this Master Agreement or any previously executed Order Form unless the Parties expressly agree in a written amendment signed by authorized representatives of both Parties.

**17.14 U.S. Government Licensing.** For US Government End Users: Client acknowledges that Products are either "Commercial Products," "Commercial Services," or "Commercial (COTS) Item(s)," as those terms are defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable and has been developed exclusively at private expense. Client agrees, consistent with 48 C.F.R. section 12.212 or 48 C.F.R. sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items; and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright Laws of the United States.

**17.15 Export Rules.** Client acknowledges that Company Technology may be subject to the U.S. Export Administration Regulations and other export Laws and regulations, and Client will comply with all applicable export and import control Laws and regulations of the United States and the foreign jurisdiction in which the Company Technology is used and, in particular, Client will not export or re-export the Company Technology without all required United States and foreign government licenses.

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**17.16 Virus and Malware Prevention.** Each Party will maintain commercially reasonable security measures, including the use of up-to-date anti-malware and virus detection tools, designed to prevent the introduction of malicious code into the other Party's systems or the Platform Services through electronic communications or software. To the best of Company's knowledge as of the time of delivery, the Platform Services as provided by Company do not contain any malicious code intentionally introduced by Company.

**17.17 Governing Law; Venue.** This Master Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of law principles. Any legal action arising under this Master Agreement will be brought in the state or federal courts located in Delaware, and the Parties consent to personal jurisdiction therein.

**17.18 Order of Precedence.** In the event of any conflict or inconsistency among the documents comprising the Agreement, the following order of precedence will apply (with the higher-ranked document controlling): (a) any BAA, but only with respect to the subject matter addressed therein (for example, PHI); (b) an applicable Order Form (including any exhibits, schedules, or statements of work that are expressly incorporated into that Order Form); (c) any Schedules to this Master Agreement; and (d) this Master Agreement. The Parties acknowledge that Schedules and Order Forms are intended to describe product- and service-specific operational terms (including, as applicable, scope, deliverables, service descriptions, support levels, service levels, implementation or Consulting Services details, deployment model specifics, technical requirements, configurations, and other offering-specific requirements), and such terms will govern to the extent applicable to the Platform Services purchased.

**17.19 Entire Agreement (Merger Clause).** This Agreement constitutes the entire agreement between Company and Client regarding Client's purchase and use of the Platform Services, Consulting Services, and Products, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No representation, undertaking, or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to this Agreement except as expressly stated in this Agreement. The Parties acknowledge and agree that they have not relied upon any representations, warranties, or statements not expressly set forth in this Agreement or incorporated documents.

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### **DEFINITION EXHIBIT**

**DEFINITIONS.** Capitalized terms shall have the meaning set forth in this Agreement, an applicable Order Form, or as defined below.

1. **“Agreement”** means this Master Agreement, together with all applicable Order Forms, Schedules, exhibits, addenda (including the BAA), and statements of work incorporated by reference.
2. **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means ownership of more than fifty percent (50%) of the voting interests or the power to direct management or policies of the entity.
3. **“Affiliated Organization”** means any entity (including a practice, group, or other legal entity, whether or not it has a separate tax identification number) that is: (a) directly or indirectly controlled by Client, controls Client, or is under common control with Client; or (b) subject to a bona fide management services arrangement with Client; and in each case (c) is identified in an applicable Order Form or otherwise authorized by Company in writing to use the Platform Services; and (d) has entered into a written agreement with Client that binds it and its End Users to comply with the applicable terms of this Master Agreement. Client is responsible for all acts and omissions of its Affiliated Organizations and their End Users as if they were Client’s own.
4. **“BAA”** means the Business Associate Addendum entered into by the Parties governing PHI.
5. **“Business Day / Business Hours”** means time during which Company is actively staffed and most Company resources (including its maintenance services staff) are available, but excludes nights, weekends and holidays observed by Company.
6. **“Claim”** means any claim, action, suit, proceeding, demand, or investigation, whether asserted by a Party or by a third party, and whether arising in contract, tort, or otherwise.
7. **“Client Data”** means all data, information, and content (including PHI, if any) submitted, uploaded, transmitted, or otherwise made available by or on behalf of Client or its End Users in connection with the Platform Services.
8. **“Cloud Environment”** means the cloud-based environment(s) used to host, operate, and deliver the Platform Services (including any related platform components, networking, storage, and supporting infrastructure) as described in the applicable Order Form and/or Schedules.
9. **“Company Software”** means software (including any Ancillary Components, if applicable) provided by Company in connection with the Platform Services.
10. **“Company Technology”** means the Platform Services, Company Software, User Materials, and all related technology, improvements, and intellectual property of Company.
11. **“Confidential Information”** has the meaning set forth in the Confidentiality Section of this Agreement.
12. **“Consulting Services”** means professional services (including implementation, configuration, training, or consulting) described in an Order Form or statement of work.
13. **“Consumption Fees”** means fees based on measurable usage of Platform Services (for example, API calls, transactions, connectivity, data volume, or other consumption metrics) as specified in an Order Form.
14. **“Content”** means any clinical, educational, coding, or informational resources made available within the Platform Services.
15. **“Effective Date”** means the effective date of the first Order Form executed by the Parties.
16. **“EHI”** has the meaning set forth in 45 C.F.R. § 171.102 (as may be amended).
17. **“End User(s)”** means Personnel authorized by Client or an Affiliated Organization to access and use the Platform Services.

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18. **“Excluded Claims”** means Claims arising from: (a) Client's breach of its payment obligations under this Master Agreement, including Client's failure to pay Fees or other amounts due under this Master Agreement or any Order Form, including amounts payable upon or as a result of termination; (b) Client's breach of the Limitations on Use or Proprietary Rights provisions; (c) Client's breach of the Limited Rights to Use Platform Services, Restrictions provisions; (d) Client's breach of its confidentiality obligations under this Master Agreement; and (e) either Party's fraud or willful misconduct.
19. **“Fees”** means the fees set forth in the applicable Order Form.
20. **“Government Payer Programs”** means Medicare, Medicaid, TRICARE, and other federal or state healthcare programs funded or administered by a governmental authority.
21. **“Hosting”** means the delivery of Platform Services where Company provides the infrastructure and Environment in which Company hosts Client's licensed Software. Hosting includes access to the Environment but does NOT include Maintenance Services, Software Updates, or technical support, which are separately purchased..
22. **“Law”** means applicable federal, state, and local statutes, regulations, ordinances, binding court orders, and other binding governmental requirements.
23. **“Master Agreement”** means this General Terms and Conditions.
24. **“Metric(s)”** means the standards specified in an Order Form or applicable Schedule that describe (i) the scope of Client's rights to access and use the Platform Services and/or (ii) the measure by which Fees will be calculated (including any usage-based metrics), as applicable.
25. **“Online Policies”** means Company's then-current operational policies and documentation referenced in this Master Agreement and made available by Company to Client, including on Company's website at <https://www.nextgen.com/terms-and-agreements> and/or Company's Success Community at [www.community.nextgen.com/SuccessCommunityLogin](http://www.community.nextgen.com/SuccessCommunityLogin) such as support policies (including maintenance services descriptions), acceptable use requirements, security-related operational documentation, and technical requirements, and any Schedules identified in an applicable Order Form. Online Policies may be updated by Company only as permitted in the Online Policies; Updates Section of this Agreement. In the event of a conflict between an Online Policy and this Master Agreement or an Order Form, this Master Agreement or such Order Form (as applicable) will control.
26. **“Order Form”** means an ordering document executed by the Parties that identifies the Platform Services, delivery model (e.g., SaaS, Hosting), quantities and/or Metrics (if applicable), Fees (including any Platform Fee, Consumption Fees, and/or Outcome-Based Fees), payment terms, and the Service Term.
27. **“Outcome-Based Fees”** means fees tied to achievement of agreed outcomes or performance metrics, if any, as specified in an Order Form.
28. **“Package”** means a functional bundle or grouping of Platform Services, features, or modules identified in an Order Form or Schedule.
29. **“Party”** means Company or Client.
30. **“Personnel”** means a Party's employees, officers, and contractors.
31. **“Platform Fee”** means a fixed, recurring fee for access to and use of Platform Services (including any functional packages), as specified in an Order Form.
32. **“Platform Services”** means Company's proprietary platform, applications, software, and related services made available to Client on a subscription basis, delivered as SaaS and/or Hosting (as specified in the applicable Order Form).

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- 33. **“Privacy/Security Claims”** means Claims arising out of or relating to a Party’s breach of its privacy or data security obligations under this Master Agreement (including the Privacy and DATA USE; ANALYTICS; AI FEATURES Sections of this Agreement, as applicable) and/or any applicable BAA and/or data processing addendum.
- 34. **“Products”** means any hardware, devices, or other tangible items (if any), whether provided by Company or a third party, identified in an Order Form. Third-party Products are provided subject to the applicable third-party terms and warranties, if any, and Company disclaims all responsibility for third-party Products except as expressly stated in the applicable Order Form.
- 35. **“Provider”** means a physician or other licensed healthcare professional, or other provider-type user, counted toward a Provider Metric as specified in an Order Form or Schedule.
- 36. **“Provider Metric”** means any Metric, if specified in an applicable Order Form or Schedule, that measures the number of Providers authorized to access or use the applicable Platform Services.
- 37. **“SaaS”** means the delivery of Platform Services on a software-as-a-service basis where End Users access the Platform Services via the internet, as specified in an Order Form.
- 38. **“Schedule”** means any schedule attached to or incorporated into this Master Agreement (including schedules referenced in an Order Form).
- 39. **“Service Term”** means the service term for the applicable Platform Services as specified in the applicable Order Form.
- 40. **“Support Policies”** means Company’s then-current maintenance and support policies (including any maintenance services descriptions, support guides, and support procedures) made available by Company to Client, including on Company’s website at <https://www.nextgen.com/terms-and-agreements> and/or Company’s Success Community at [www.community.nextgen.com/SuccessCommunityLogin](http://www.community.nextgen.com/SuccessCommunityLogin), as may be updated in accordance with Online Policies; Updates Section of this Agreement.
- 41. **“Third Party”** means any entity other than a Party and its Affiliates.
- 42. **“Third-Party Materials”** means Third-Party Software, Third-Party Services, and other third-party materials incorporated into or used with the Platform Services.
- 43. **“Third-Party Services”** means services, content, or functionality provided by a third party and made available by or through the Platform Services or otherwise identified in an Order Form or Schedule.
- 44. **“Third-Party Software”** means software, applications, tools, or code owned or licensed by a third party and provided with, incorporated into, or used in connection with the Platform Services.
- 45. **“Updates”** means updates, upgrades, enhancements, fixes, or patches to the Platform Services and/or Company Software that Company makes generally available, if any, as part of the Platform Services.
- 46. **“User Materials”** means the documentation, release notes, and user guides that Company makes available to Client describing use of the Platform Services.