

NextGen Enterprise Data Warehouse Schedule

1. Client is requesting onboarding of Client's data to Enterprise Data Warehouse for the purpose of obtaining access to certain Enterprise Data Warehouse modules and/or enabling capabilities, which may include UDS/UDS+, Data Orchestration-as-a-Service (DOaaS), and Insights-as-a-Service (INaaS), as are specifically set forth in the applicable Order Form. Client may subscribe to additional Enterprise Data Warehouse modules and/or capabilities through a supplemental Order Form with Company.
2. Unless otherwise stated on the applicable Order Form, the initial Service Term, and its subscription fee (if applicable), will commence 30 days from the Effective Date of the applicable Order Form in which the Enterprise Data Warehouse modules and/or capabilities are obtained and continue for 4 years, unless terminated earlier in accordance with the Master Agreement. Unless otherwise stated on the applicable Order Form, each such Service Term automatically renews for successive 1-year terms, unless a Party provides written notice of its intent not to renew at least 60 days prior to the end of the then-current Service Term.
3. Enterprise Data Warehouse solutions require a Data Source. Unless specifically stated otherwise in an applicable Order Form, Exhibit, Addendum or Statement of Work, Enterprise Data Warehouse solutions pricing is based on an implementation of the one Data Source comprising Client's existing EHR/PM database.
4. Client may use Enterprise Data Warehouse and all User Materials associated therewith only for: (i) its own internal use and (ii) to process Client Data. And, notwithstanding the definition of "Client" in the Master Agreement, no parent, subsidiary or Affiliated Organization of Client is permitted to access and/or use Enterprise Data Warehouse, nor may Client process the data on behalf of any parent, subsidiary or Affiliated Organization, unless such entity is specifically listed on Exhibit A and Client pays the additional fees that Company charges for an additional entity.
5. It is Client's responsibility to exercise independent judgment in its use of Enterprise Data Warehouse and any reports or analysis generated by Enterprise Data Warehouse. Company will not be responsible for any errors, misstatements, inaccuracies, or omissions in the content included in Enterprise Data Warehouse. Client acknowledges that Company: (A) has no control over or responsibility for the Client's use of Enterprise Data Warehouse, (B) has no knowledge of the specific or unique circumstances under which Enterprise Data Warehouse may be used by the Client, and (C) has no liability to any person or entity for any use of Enterprise Data Warehouse by Client. Client hereby indemnifies and agrees to defend and hold harmless Company from any third-party claims related to the Client's use of Enterprise Data Warehouse, except for the indemnification provided by Company under the General Terms & Conditions.
6. Company may monitor the infrastructure used by Enterprise Data Warehouse to process Client Data. And, while Company does not own the Client Data that is inputted into Enterprise Data Warehouse, Client agrees that Client Data may be used by Company per the Company [Data Use policy](#). In addition, Client acknowledges that it does not own, nor have any rights, title or interest in, any usernames, login credentials and passwords that are only made available for use by Client for as long as Client has a current Enterprise Data Warehouse subscription, and which become Company's property immediately upon any termination or expiration of such subscription and/or the Master Agreement.
7. In addition to the Client Responsibilities for Professional Judgement Section the General Terms & Conditions, Client acknowledges and agrees that: (A) Enterprise Data Warehouse is an information management tool only and that its use contemplates and requires the involvement of Client's learned intermediaries and (B) Company has not represented Enterprise Data Warehouse as having the ability to predict healthcare services utilization, prescribe treatment, or perform any other tasks that constitute or are necessary to the practice of medicine or of other professional or academic disciplines.
8. The Third-Party Materials Section of the General Terms and Conditions is expanded to reflect that certain third-party components within the Enterprise Data Warehouse are protected under United States copyright and/or patent laws, which more specifically can be found here: <https://www.nextgen.com/legal/copyright-EDW>.
9. The limitation on the number of SaaS End Users, as set forth in the SAAS Model Section of the General Terms and Conditions, shall not be applicable as it relates to Client's use of the Enterprise Data Warehouse.
10. Solely as it relates to the Enterprise Data Warehouse subscriptions, the Managed Cloud Services Model Section of the General Terms and Conditions is replaced with the following:

Provided Client is current in its payment for the Enterprise Data Warehouse subscriptions, if the Enterprise Data Warehouse does not operate substantially as described in the User Materials, Customer will notify Company in writing within 30 days following the appearance of such defect and will transmit by e-mail or acceptable media all data processed by Enterprise Data Warehouse, as reasonably requested by Company, for Company to troubleshoot the reported nonconformity.

11. The Effect of Termination Section of the General Terms and Conditions is expanded to add the following at the end of that Section:

Solely for Enterprise Data Warehouse solutions, upon termination of all your Enterprise Data Warehouse subscriptions: (A) Client's right to access and use Enterprise Data Warehouse solutions and all related functionality immediately terminates and (B) Client will remove and delete all copies of any Plug-In Software, if any, from its equipment. The balance of that section shall remain in full force and effect.

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EXHIBIT A

Entities Authorized to Access and Use Enterprise Data Warehouse Solutions