

DATA USE POLICY

(Capitalized terms shall have the meaning set forth in the Order Form, Schedule, General Terms and Conditions or as defined below.)

1. **Improvements for Client(s).** Company gathers information to enhance the Products and Services we provide to our clients. The type of information Company collects and how it is utilized depend on how a client engages with our Products and Services and manages their privacy settings. Company collects data regarding clients' activities within our Product and Services, which we utilize to suggest improved workflows, features, and functionalities. This information is also instrumental in building, maintaining, and enhancing our services. Additionally, Company may personalize Products or Services for our clients, measure performance, and offer tailored recommendations and content based on the data we collect. Company employs various technologies to process client information, including automated systems that analyze content to deliver customized results, recommendations, and features aligned with how clients use our Products and Services. Furthermore, these systems help us identify and prevent spam and malware. Company also uses algorithms to identify patterns in data. Moreover, the information collected aids us in understanding how our Products and Services are utilized both by individual clients and across our entire client base. It also informs the design and improvement of our security methodologies.
2. **De-Identified Data/Client Data Use.** Company may De-Identify Client Data for any lawful purpose, including incorporation of such data into any Analytics Database. De-Identified Data will not be personally identifiable (as defined in 45 C.F.R. § 165.514) and will be aggregated with de-identified data from enough other customers in a manner reasonably designed to prevent Company or others from using the Analytics Databases to analyze the characteristics of Client's business. Client grants Company a non-exclusive, worldwide, paid-in-full, perpetual and irrevocable right and license to: (A) extract, copy, aggregate, process and create derivative works of Client Data to derive, or add to, Analytics Databases; (B) employ data analytics on the Analytics Databases for purposes of developing Data Analytics solutions; and (C) prepare derivative works of the Analytics Databases, and use, execute, reproduce, display, perform, transfer, distribute, and sublicense the Analytics Databases and such derivative works, (collectively A, B and C shall be referred to as "Use Rights"). Company will not individually identify Client as a source of the De-Identified Data for the Analytics Databases, although Company may disclose that certain of its customers allow the use of Client Data for such purposes.
3. **Assistive Technology Integration and Safeguards.** Company may leverage a diverse collection of computer systems and software, collectively referred to as "Assistive Technology." This technology is designed in part to: (i) analyze Client Data and/or Client's workflow and/or interaction with Company's Products and Services, (ii) identify intricate patterns, (iii) provider suggestions, and (iv) adapt the behavior of those Products and Services to enhance functionality based on these patterns over time. This process minimizes the need for direct human intervention, and includes, but is not limited to, machine learning, neural networks, large language models, natural language processing, and other innovative methods. Company retains and reserves the right, in its sole discretion, to modify, suspend, or discontinue the integration and/or use of Assistive Technology in or with its Products and Services at any time. Company commits to promptly informing and updating its clients of any material changes that may impact any affected Products and Services.

Company acknowledges the dynamic nature of Assistive Technology, which may occasionally result in unforeseen discrepancies or errors. With this in mind, Company is dedicated to upholding elevated standards of quality and reliability to adequately safeguard Client Data and the integrity of those applicable Products and Services. Further, Company strives to implement any Assistive Technology in a manner that is in strict accordance with applicable legal and ethical standards. Client acknowledges that these Assistive Technologies are provided on an "As Is" and "As Available" basis, and that Company is not responsible or liable for the accuracy, completeness or suitability of any data or information used by Client when interacting with Assistive Technologies. By engaging with NextGen® Products and Services, Client consents to Assistive Technology integration. This includes the concurrent utilization of Client Data to facilitate these advanced functionalities. Notwithstanding the above or anything in this Policy to the contrary, in no event may Company use or disclose any Client Data that constitutes Protected Health Information or Personally Identifiable information ("PHI/PII") in the development of such Assistive Technology including, but not limited to, the use of PHI/PII in the development of, or training any such Assistive Technology.