

NEXTGEN® CODING UPDATE OFFERING

IMPORTANT – READ CAREFULLY:

This Agreement ("Agreement") is a legal contract between Client (whether an individual or a single business entity) on behalf of itself and all its Providers and NextGen Healthcare, Inc. ("Company") for the NextGen® Coding Update Offering, which includes a license, for use within the NextGen® Office system, to current versions of the CPT codes and formatted HCPCS codes (collectively "Licensed Content"); and,

BY CLICKING "ACCEPT" OR "ENTER" AND/OR CONTINUING TO USE THE NEXTGEN® OFFICE SYSTEM, CLIENT IS ACKNOWLEDGING ITS ACCEPTANCE OF THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO, THE WARRANTY DISCLAIMERS, INDEMNIFICATION OBLIGATIONS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS LISTED BELOW. CLIENT UNDERSTANDS THAT THIS AGREEMENT IS SEPARATE FROM THE MASTER AGREEMENT ("MASTER AGREEMENT") ENTERED INTO BETWEEN IT AND COMPANY AS IT RELATES TO ANY NEXTGEN® SOFTWARE AND/OR SERVICE.

THIS DOCUMENT OUTLINES THE TERMS AND CONDITIONS ASSOCIATED WITH THE NEXTGEN CODING UPDATE OFFERING PROVIDED BY COMPANY FOR LOADING THE LICENSED CONTENT. THE LICENSED CONTENT HAS ITS OWN TERMS AND CONDITIONS, WHICH CAN BE FOUND IN ATTACHMENT A LOCATED HERE: [AMA TERMS](#).

RESTRICTIONS

The Licensed Content within the NextGen® Coding Update Offering is a non-transferable, non-exclusive, personal license for use within the NextGen Office system by Client and its End Users within the United States of America.

Client is prohibited from publishing, distributing (whether through the internet, or other public computer based information systems), creating derivative works (including translating) , transferring, selling, leasing, licensing or otherwise making available to any unauthorized party the Licensed Content, whether in whole or any portion of thereof.

Client understands that provision of the Licensed Content is dependent upon a continuing relationship between Company and the American Medical Association.

Client must ensure that anyone with authorization to the Licensed Content complies with the provisions of this Agreement.

BACK UP RIGHTS

Client may only make copies of the Licensed Content therein for back-up or archival purposes. All notices of proprietary rights, including trademarks and copyright notices, must appear on all permitted back up or archival copies made.

DISCLAIMER OF WARRANTY

THE CODING UPDATE OFFERING, INCLUDING THE LICENSED CONTENT, IS PROVIDED

“AS IS” AND “AS AVAILABLE” AND WITHOUT ANY LIABILITY TO COMPANY, INCLUDING WITHOUT LIMITATION, NO LIABILITY FOR ANY DAMAGES (EXCEPT DIRECT DAMAGES) INCLUDING BUT NOT LIMITED TO: CONSEQUENTIAL, INDIRECT, CONTINGENT, OR SPECIAL DAMAGES, LOST PROFITS FOR SEQUENCE, ACCURACY OR COMPLETENESS OF DATA OR THAT IT WILL MEET CLIENT’S REQUIREMENTS, EVEN IF COMPANY OR ANY OF THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY THIRD PARTY. CLIENT ASSUMES THE ENTIRE RISK OF USING THE LICENSED CONTENT.

COMPANY’S SOLE LIABILITY AND RESPONSIBILITY IS FOR THE AMA TO MAKE AVAILABLE TO CLIENT, THROUGH COMPANY, A REPLACEMENT COPY OF THE LICENSED CONTENT EMBEDDED IN THE NEXTGEN CODING UPDATE OFFERING, AND THAT COMPANY DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED WITHIN THE LICENSED CONTENT ITSELF OR AS EMBEDDED WITHIN AND/OR CONFIGURED BY THE NEXTGEN® CODING UPDATE OFFERING.

INDEMNIFICATION

Client agrees to defend, hold harmless and indemnify Company for any and all claims or demands, including costs, expenses and reasonable attorney’s fees, due to unauthorized access to or misuse of the Licensed Content by its Providers and/or its other employees, agents, subcontractors, End User or other persons (whether authorized or unauthorized.)

MISCELLANEOUS

This Agreement automatically terminates in the event Client’s default hereunder or under the NextGen Office system agreement. In the event a provision under this Agreement is determined to violate any law or is unenforceable the balance of the Agreement will remain in full force and effect.

ATTACHMENT A

AMA END USER AGREEMENT TERMS FOR CURRENT PROCEDURAL TERMINOLOGY

(a) Licensed Content is copyrighted by the American Medical Association and CPT is a registered trademark of the AMA.

(b) Client, as a party to a license agreement with the AMA, is authorized to grant End User a limited, non-exclusive, non-transferable, non-sublicensable license for End User to use Licensed Content in Client’s Licensed Product(s), for the sole purpose of internal use by End User within the Territory. The sublicense granted hereunder shall automatically terminate upon termination of the Agreement between Client and AMA, unless prior written consent of AMA is obtained by Client or a direct license between End User and AMA is entered.

(c) The provision of updated Licensed Content in the Licensed Product(s) is dependent on a continuing contractual relationship between Client and the AMA.

(d) End User is prohibited from making Licensed Content publicly available, creating derivative works

(including translating), transferring, selling, leasing, licensing, or otherwise making available to any unauthorized party the Licensed Product(s), or a copy or portion of Licensed Content to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.

(e) End User expressly acknowledges and agrees to the extent permitted by applicable law, use of the Licensed Content is at End User's sole risk and the Licensed Content is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The Licensed Content does not replace the AMA's Current Procedural Terminology book or other appropriate coding authority. The coding information contained in the Licensed Content should be used only as a guide.

(f) End User is required to keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by the Client, of the same type as required of Client under this Agreement. All records and reports required under this Section shall be subject to audit by AMA.

(g) U.S. Government End Users. CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. This agreement does not grant the Federal Government a direct license to use CPT based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).

(h) End User must ensure that anyone with authorized access to the Licensed Product(s) will comply with the provisions of the End User Agreement.

(i) AMA shall be named as a third-party beneficiary of the End User Agreement.

(j) End User expressly consents to the release of its name to the AMA.

(k) Contract Assent Mechanism.

- a. If a written contract is used, an authorized official of both Client and End User must execute the agreement in writing.
- b. If a shrink-wrap or click-wrap license is used, use of the Licensed Product(s) must be limited to the U.S.
- c. If a shrink-wrap license is used, the following notice must appear in boldface type in a conspicuous location so it can be seen prior to opening the Electronic Licensed Product(s) package: Carefully read the following terms and conditions before opening and using NextGen® Office. Opening and using NextGen® Office acknowledges your acceptance of these terms and conditions. If you do not agree with these terms and conditions, you should not use your NextGen® Office software and you should contact NextGen Healthcare immediately.
- d. If a click-wrap agreement will be used, each End User must indicate acceptance of the terms of the End User Agreement by an appropriate mechanism provided for that purpose. For purposes of this Agreement, "click-wrap agreement" means a license agreement that: (i) appears on a computer screen

or Web page; (ii) requires End Users to see the terms of the license agreement before indicating acceptance; (iii) includes a computer program or Web page mechanism which requires End Users to accept the terms of the End User Agreement prior to accessing Licensed Product (for example, by pointing the cursor at a "I Accept" box and indicating by clicking that they accept the terms); and (iv) includes a mechanism to keep a record of the End User's acceptance of the End User Agreement.

Dated: December 31, 2025