

NextGen® Mobile Solution Schedule

1. SUBSCRIPTION /FEES. Client is entering into a subscription to access and use the Mobile Solution offering made available by Company in a Software as a Service Model. ("SaaS"). During the Service Term for Mobile Solution, Client will have the right to access and use the Mobile Solution offering set forth in the applicable Order Form. Each subscription entered into by Client is personal to Client, non-exclusive and non-transferable; however, within a practice Client may transfer subscriptions between its End Users but it may never have more Registered End Users than subscriptions purchased by Client. The subscription(s), and its associated Fee for the Mobile Solution offering includes: (i) the access and use of the Mobile Solution offering (excludes the use of the Editor Platform, which is separately priced), (ii) non-administrative access to the Company controlled System upon which the Mobile Solution offering is operated, and (iii) Software Maintenance Services on the Mobile Solution offering. No license to the Mobile Solution offering is granted to Client under a SaaS subscription.

During the Service Term for Mobile Solution the payment terms shall be governed by the applicable Order Form. Any Mobile Solution fees that are based on usage, and not otherwise provided in the applicable Order Form, shall be calculated monthly against the prior month's usage at the rates/fees set forth in Exhibit A-1 herein. The Mobile Solution subscription fee may increase if (i) Company's third-party costs to provide such Mobile Solution materially increases beyond Company's reasonable control; which, in such cases, Company will provide Client with 30 days advance written notice of such increase; or (ii) if during current Service Term additional Mobile Solution offerings are acquired by Client under supplemental Order Form(s).

2 SERVICE TERM AND EFFECT OF TERMINATION.

2.1 Service Term. Unless otherwise stated on the applicable Order Form, the initial Service Term for Mobile Solution commences 30 days from the Effective Date of the initial Order Form under which Client is obtaining the Mobile Solution offering; and except if a different Service Term for Mobile Solution is stated in an applicable Order Form or Addendum, it will continue for 4 years, unless if terminated earlier in accordance with the Master Agreement. Upon expiration of the initial Service Term, unless otherwise stated on the applicable Order Form for Mobile Solution offering, the Service Term will automatically renew 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 for Mobile Solution offering.

2.2. Effect of Termination; Transition. Upon termination of **all** Client's Mobile Solution subscriptions: (A) Client's right to access and use the Mobile Solution offering and all related functionality therein, immediately terminates and (B) Client must, at its expense, remove and delete all copies of the App, if any. However, termination of an individual Registered End User's Mobile Solution subscription is not, per se, a complete termination of the Mobile Solution Mobile Solution offering; rather upon termination of **all** Client's Mobile Solution subscriptions: (A) Client's right to access and use Mobile Solution and all related functionality immediately terminates and (B) Client will remove and delete all copies of the App from its equipment.

3. LIMITED WARRANTY; REMEDIES.

3.1 Warranty. During the Service Term for Mobile Solution, Company represents and warrants that it will maintain the Mobile Solution offering so that it continues to perform in accordance with its User Materials. Client must notify Company of a claim under this warranty within 30 days of the date on which the condition that gives rise to the claim first appeared.

3.2 Sole and Exclusive Remedies. To the extent permitted by law, Client's sole and exclusive remedy and Company's sole liability arising out of or in connection with a breach of this warranty is limited to, at Company's option: (A) Company correcting the nonconformity within a commercially reasonable period of time; or (B) if correction is not commercially reasonable, a prospective termination of the applicable Mobile Solution offering without the imposition of an early termination charge.

5. THE APP. Company offers, through a download from the Internet, a mobile plug-in software application that allows health care Providers to access, via the Internet, Mobile Solution from supported mobile devices (the "App"). Use of Mobile Solution and the App is subject to the terms of the Master Agreement, the App's then current [End User License Agreement](#) and the following additional restrictions: (A) access to and use of Mobile Solution and the App shall be limited to Registered End User(s). Client, not Company, is responsible for downloading the App and registering its End Users. If Company reasonably believes that Client is in violation of this Section, Company may suspend or terminate Client's and/or its Registered End Users' access to Mobile Solution and the App immediately upon notice to Client; and, (B) neither Client nor any End User shall use, or permit the use of, Mobile Solution or the App for any procedures or services performed or goods provided by any party other than Client and the Registered End Users.

6. ENCRYPTION. Protected Health Information (PHI) transmitted through Mobile Solution via approved mobile devices will be encrypted in a commercially reasonable manner (whether in transit or on the device's storage) to protect against accidental or unintended disclosure.

7. IMPLEMENTATION & TRAINING; MODIFICATIONS. Under the Mobile Solution offering, Client will have two options for Implementation and/or training on the offering.

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7.1 **Option 1 – Self-Implement:** Company will provide Client with its standard instructions and other materials for Client to perform a basic installation of the Mobile Solution offering and to implement and train themselves thereon. This option is designed to be an effective, self-paced, low-cost option and has very limited Company involvement.

7.2 **Option 2 – Assisted Implementation:** Company will provide the necessary resources and time to implement the Mobile Solution offering, as outlined in the applicable Order Form, in accordance with a mutually agreed to implementation plan, which would be based on a train-the-trainer approach. Client will be required to designate an employee(s) to participate in Company's training program and be responsible for providing ongoing training to Client's Registered End Users, support, and ancillary staff. Ongoing implementation and/or training requiring Company services beyond thirty (30) days after the Execution Date on the Order Form may result in additional fees being charged in accordance with the prevailing rates set forth in the Order Form or if silent in the Order Form, in Exhibit A.1. All training will be based on the specific Mobile Solution offering as provided by Company. Client shall provide Company timely prior written notice in the event Client intends to make any modifications in workflow, interfaces, or any related software or hardware of Client that could impact any Mobile Solution service(s); and, if so, Company will charge Move/Add/Change ("MAC") Fees for such changes following the initial implementation.

7.3 **NextGen® Mobile Plus subscription tier.** The following is pertinent only if NextGen® Mobile Plus tier is subscribed to in the Order Form: for all End Users subscribing to the NextGen Mobile Solution, the implementation of NextGen Mobile Transcription and/or the Remote Scribe feature will occur within 30 days from Effective Date, as defined as a single "Go Live" for NextGen Mobile Solution. This implementation schedule will be used unless a Statement of Work (SOW) is appended to the initial Order Form under which Client is obtaining Mobile Solution, which is such case that SOW will control the terms of the implementation. If the initial Mobile Solution subscription is part of a larger NextGen® Enterprise Ambulatory software implementation, the Mobile Solution implementation will be included in the SOW associated with the NextGen® Enterprise Ambulatory implementation and override the statement above.

8. **APPROVED MOBILE DEVICES; MINIMUM SYSTEM REQUIREMENTS; CLIENT SYSTEM CHANGES.** Client understands that there are minimum equipment and operating system requirements, as well as the need to use an approved mobile device, to access and use Mobile Solution and the App, a list of which are found here: [NextGen Mobile System Requirements](#). Client is solely responsible for satisfying, at its own expense, these minimum hardware and software requirements and obtaining an approved mobile device. Moreover, Client and its Registered End Users are responsible for applying Updates to the App, as communicated by Company from time to time. Client shall be responsible for notifying Company at least sixty (60) days prior to any changes to Client Systems, including non-Company EHR version upgrades, server upgrades or other migrations, as well as template or document changes, as these activities could impact the performance of Mobile Solution. Client may be responsible for MAC fees to maintain compatibility with any such changes to Client Systems.

9. **COMPLIANCE BY END USERS.** Client shall be solely responsible, and hold Company harmless, for all use of Mobile Solution and the App or any activities that occur under its account, including without limitation all acts and omissions of the End Users and their compliance with this Master Agreement and, where applicable, the EULA. All Registered End Users within the practice will be set up within Mobile Solution as a secured contact for the exchange of secure messages. If a Registered End User desires to send a secure message to a non-registered End User, whether he/she is within or outside of the Client's practice, the non-registered End User must affirmatively agree to the terms of the EULA before being able to participate in secure message thread. Client shall not make any representations, commitments, or warranties with respect to the Mobile Solution and the App that are inconsistent with or not set forth in the EULA.

10. **PERMISSIONS.** Client represents and warrants that Client possesses all necessary rights in and to any Client Data, information, and/or records collected, stored, submitted, accessed, or inputted by Client or a Registered End User through the System or the App (collectively, "[Client Data](#)"). Neither Client Data nor Client's use thereof shall (i) be defamatory, harmful to minors, obscene, indecent, pornographic, libelous, threatening, or harassing; or (ii) violate any applicable federal, state or local laws or regulations, including without limitation 42 U.S.C. 1320d et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 ("[HIPAA](#)"), the Health Information Technology for Economic and Clinical Health Act ("[HITECH](#)") and the implementing regulations set forth at 45 CFR Parts 160, 162 and 164 ("[HIPAA Regulations](#)"). Additionally, Client shall ensure that: (A) Client only transmits health-related information to Company for which it has all consents and authorizations necessary, if any, to permit such disclosure and to permit Company to perform the Services; (B) any Client policies or notices of privacy practices do not conflict with or limit the ability of Company to perform the Services; (C) in the event that Client agrees to provide additional privacy protections to information relating to an individual, Client must notify Company, in writing, of such limitations on the date such information is transmitted to Company or the date on which Client makes such an agreement, whichever is earlier; and (D) in the event that an individual revokes an authorization or consent given to Client that pertains to the use or disclosure of information previously transmitted to Company, Client promptly notifies Company, in writing, of such revocation. Client acknowledges that Client shall remain responsible for the final content of any documents, images or materials added to its EHR.

11. **PRODUCT IMPROVEMENT.** Company may monitor use of the Mobile Solution System and the App and gather general statistical information about use of the System and the App. Such information may be used for internal statistical and marketing reports and product development and improvement and may be shared by Company with third parties in aggregate or statistical form only, without disclosure of Client's Confidential Information or any personally identifiable information about Client.

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

12.1 **Registered End User**” means an End User that completes Company’s account registration process to access and use Mobile Solution and the App.

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EXHIBIT A.1 – Subscription levels and variable fees

Subscription Tiers and related capabilities

○ NextGen Mobile Plus

- Dictation
- Clinical Schedule View
- Patient Clinical Display
- Mobile Image Capture
- Secure Messaging w/ Clinical Integration*
- Charge Capture w/ Diagnosis Codes**
- Provider Action Queue (“PAQ”)**
- Cloud Portal
- eRx

○ NextGen Mobile

- Clinical Schedule View
- Patient Clinical Display
- Mobile Image Capture
- Secure Messaging
- PAQ***
- eRx

* Clinical data integration available with select EHR’s.

** Requires use of CPT codes. (If Client does not have a current CPT Codes subscription it may be separately purchased from Company.)

*** Only available with use of NextGen® Enterprise EHR solution.

NextGen Mobile Plus Support Services Rate Card [1]

SPEECH-TO-TEXT

- No Charge
- Built-in speech-to-text capabilities.
- No access or use of Editor Platform

TRANSCRIPTION

- **\$.095/line transaction by Company (24-hour turnaround time from time of submission)**
(Applies only if the organization is using Company’s Transcription Service, 24 Hour Turnaround Time.)
 - **+.02/line Transcription by Company - Rush Surcharge (2-hour turnaround from time of submission)**
 - **+.03/line Transcription by Company – Garbled Dictation Surcharge**
(Applies to End Users utilizing dictation for which speech recognition results in garbled audio file.)

[2]

REMOTE SCRIBE SERVICE

- **\$2.75/minute Remote Scribe (12-hour turnaround time from time of submission)**
(minutes will be accrued at the first second of each minute of recorded audio .)
- **+.01 /job – Rush Surcharge (2-hour turnaround from time of submission)**

Implementation Deliverables [3]

NextGen® Mobile and NextGen® Mobile Plus

Further definition of the project scope will be outlined in the Company supplied Statement of Work (SOW) for client review and signature.

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Other Fees

- **Additional Online User Training** **\$175/hour**
Fee for additional online training session(s).
- **Requested Onsite Support** **\$1400/person/day + Expenses**
Fee for onsite support, including, but not limited to, implementation, and End User training.
- **MAC (Move, Add, Change) [4]** **\$175/hour**
Fees may be applied for implementation requirements above and beyond the standard or agreed upon changes post implementation.

[1] Projected additional monthly fees for transcription and Remote scribe services are outlined in the DSS Estimator attached.

[2] Garbled dictation surcharges do not apply within the first 30 days of use of the transcription by Company feature.

[3] Additional training sessions can be purchased during Implementation.

[4] Company will issue a **Statement of Work** ("SOW") detailing the scope for the Mobile Implementation.