

MIRTH® CONNECT BY NEXTGEN HEALTHCARE END USER AGREEMENT

IMPORTANT--READ CAREFULLY: This End-User Agreement ("Agreement") is a legal agreement between you ("End User" or "You") and NextGen Healthcare, Inc. ("Company"), governing your access to and use of the Mirth® Connect Offerings made available to you by the Client or Affiliated Organization. This Agreement is separate from, and does not replace, the agreement between Company and the Client that authorizes your access (the "Master Agreement").

END USER AFFIRMS ITS UNDERSTANDING AND AGREES THAT:

- (a) Client or an Affiliated Organization, not Company, controls End User access to the Connect Offerings, Client Data, setup, training, and other support provided under the Master Agreement.
- (b) Company is not a party to any separate written or oral understanding between End User and Client or any Affiliated Organization regarding End User access, use, or rights in Client Data.
- (c) Termination or expiration of the Master Agreement, or termination of End User authorization by Client or an Affiliated Organization, will terminate End User access to the Connect Offerings.

By clicking "Accept," accessing, or using any Connect Offering, you agree to be bound by this Agreement. If You do not agree, do not access or use the Connect Offerings and do not install any related Extension.

Company may update this Agreement from time to time by posting revised terms. Your continued use of the Connect Offerings after the effective date of revised terms constitutes acceptance of those terms, except to the extent otherwise provided in the Master Agreement.

- 1. Authorized User.** End User may access and use the Connect Offerings only if authorized by Client or an Affiliated Organization, or if End User is an authorized member of a community using the Connect Offerings for health information exchange or care coordination. End User must use the Connect Offerings only for authorized internal purposes and in accordance with this Agreement, the Master Agreement between Company and Client, the applicable User Materials, and applicable Law.
- 2. Account and Access.** End User must provide accurate and current enrollment, registration, and account information as required for access to the Connect Offerings. End User is responsible for maintaining the confidentiality of all IDs, passwords, credentials, and other access information assigned to End User. End User will not share credentials or permit any other person to use End User credentials. Client or the applicable Affiliated Organization, not Company, is responsible for assigning, managing, and terminating End User access credentials unless otherwise expressly agreed in the Master Agreement. **Failure to properly maintain the enrollment and registration data ("Registration Data") shall be a breach of the Agreement.** End User acknowledges that any termination of this Agreement or the Master Agreement or the relationship between End User and the Affiliated Organization and/or with Client, regardless of cause, will halt End Users' access to and use of the Products and Services (including any data that may be accessible only through Products and Services) and Company shall not be liable for any damages to End User and/or any patient caused by the inaccessibility.
- 3. Limited Access; No License.** Except for the limited right to install and use any required Extension, as applicable, solely to access the Connect Offerings as authorized, End User receives no license, ownership interest, or independent right in any Company Technology. Company and its licensors retain all right, title, and interest in and to the Company Technology. End User must not take any action inconsistent with Company ownership or other proprietary rights.
- 4. End User's Responsibilities.** End User hereby grants Company all consents, authorization and approvals necessary to enable Company to perform its obligations under this Agreement as well as the Master Agreement.
- 5. End Users associated with Clients located outside the United States and its Territories.** For End Users associated with Clients located outside the United States and its Territories, access to Mirth Command Center may be limited to certain functionality designated by Company. End User acknowledges that Mirth Command Center does not support the use of personal information, personally identifiable information, individually identifiable health information, protected health information, or patient information in user profiles, account fields, or any other information submitted through Mirth Command Center by or on behalf of Clients located outside the United

States and its Territories. End Users associated with Clients located outside the United States and its Territories agree to use only generic user names and corporate email addresses in connection with Mirth Command Center. End User is responsible for ensuring that any information submitted through Mirth Command Center is non-personal and complies with applicable Laws and End User's internal organizational policies. End User associated with a Client located outside the United States and its Territories shall not access, use, enable, or permit the use of any Mirth Command Center functionality other than the functionality expressly made available by Company for such End User's international use.

- 6. Professional Judgment.** Products and Services made available through the Connect Offerings do not make clinical, medical or other professional decisions, and are not substitutes for End User applying professional judgment and analysis. End User is solely responsible for (A) verifying the accuracy of all information and reports produced by or through the Connect Offerings; (B) obtaining necessary consents for use and disclosure of patient information; (C) determining data necessary for decision-making by End User and its Personnel; and (D) making all diagnoses and treatments and determining compliance, and complying, with all Laws and licensing requirements for the operation of End User's business. Company is not responsible for: (A) ensuring that any Providers (i) have active professional licenses and any other credentials required for the provision of services by them, (ii) are not suspended from providing services and/or (B) performing reasonable credentialing activities to ensure that Providers are authorized and suitable for providing services pursuant to applicable Law or otherwise.
- 7. Limitations on Use; Restrictions.** End User will not: (A) sell, transfer, lease, assign, or sublicense any Connect Offerings; (B) use any Connect Offerings as a service bureau, for outsourcing, for sharing access to any Connect Offerings with any Third Party (except for authorized End Users), or for otherwise offering or making available the functionality of the Connect Offerings to any Third Party; (C) permit any End User or other person to access or use the Connect Offerings using another End User's ID, login or password or otherwise make an End User's ID, login or password available to any Third Party; (D) use any Connect Offerings to process anything other than End User's data; (E) bypass any privacy and/or security measures Company may use to prevent or restrict access to the Connect Offerings (or other accounts, computer systems or networks connected to the Company's Products or Services); (F) knowingly use the Connect Offerings in a manner that violates any applicable local, state, national and foreign laws, treaties or regulations (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws); or (G) remove or modify any intellectual property, confidentiality or proprietary notices of Company and/or any Third-Party which appear in any form on or in the Connect Offerings or otherwise in any Company materials however reproduced.
- 8. Confidential Information.** End User will only use Confidential Information for the purposes of this Agreement and will not reproduce, disseminate, or disclose Confidential Information to any Third Party, except to its employees and authorized representatives (i.e., temporary employees, consultants, and contractors) who need to know the Confidential Information for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as those in this section. End User will treat all Confidential Information with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care. End User shall immediately notify Company of any breaches of security that result in or are likely to result in disclosure of Company's Confidential Information. However, End User may disclose Confidential Information: (A) as approved in a writing signed by Company (B) as required by law, (C) required to report adverse events, hazards and other unsafe conditions made to governmental agencies, health care accreditation organizations and/or patient safety organizations; (D) required to report cybersecurity threats and incidents made to government agencies; and (E) required to report information blocking and other unlawful practices to a government agency.
- 9. End User Data.** Notwithstanding anything in the Agreement to the contrary, End User will not submit any Personally Identifiable Information ("PII"), Individually Identifiable Information ("IIHI") and/or Protected Health Information ("PHI") directly to Company under this Agreement. All End User data is to be provided to the Affiliated Organization and/or Client for the Affiliated Organization and/or Client's use with the Connect Offerings on behalf of End User, under the terms of the Master Agreement. End User acknowledges that any obligations under a Business Associate Agreement or Data Processing Agreement for any Services runs between Company and Client only and Company has no obligations thereunder directly to the Affiliated Organization and/or the End User.

- 10. Assistive Features.** The Connect Offerings may include features that use automation, machine learning, artificial intelligence, or other assistive technologies ("Assistive Features") to analyze inputs and generate suggestions, recommendations, or summaries. Depending on the applicable Connect Offering, an Assistive Feature may be enabled by default or may require Client activation; where Client has access to configuration or role-based controls for an Assistive Feature, Client is responsible for administering them. In all cases, use of an Assistive Feature requires an affirmative End User action, such as entering and submitting input, before any output is generated, and End User may decline to take that action. Outputs from Assistive Features may be inaccurate, incomplete, or biased. Consistent with Professional Judgment section, End User is solely responsible for reviewing and validating any Assistive Feature output before use, and must not rely on such output as the sole basis for any clinical, patient care, or business decision. Unless Company has separately authorized PHI processing in writing with documented safeguards, End User must not input PII, IHHI, or PHI into any Assistive Feature, including Mirth Assist.
- 11. Client Data.** As between Company, Client, any Affiliated Organization, and End User, Client or the applicable Affiliated Organization controls Client Data within the Connect Offerings and determines End User rights to access and use that Client Data. Company may De-Identify Client Data before incorporating it into an Analytics Database.
- 12. Personal Data.** By using the Connect Offerings, End User agrees that Company may collect and use Personal Data relating to End User, including account registration, authentication, security, support, service administration, and usage information, in accordance with Company's Privacy Policy (available at <https://www.nextgen.com/privacy-policy>), as may be amended from time to time. End User is responsible for reviewing the Privacy Policy and for ensuring that End User access and use complies with applicable privacy and data protection Laws and internal organizational policies of Client and/or Affiliated Organization.
- 13. Compliance.** End User represents and warrants that:
- (A) End User is not subject to a Corporate Integrity Agreement or similar restriction or investigation by a payer, governmental agency, or industry self-regulatory organization that would prohibit or materially restrict their use of the Connect Offerings;
 - (B) Neither End User nor, to End User's knowledge, its affiliates, directors, officers, or Personnel, if applicable, are suspended, excluded, debarred, or otherwise ineligible to participate in Government Payer Programs or to use the Connect Offerings as contemplated; and
 - (C) End User will comply with all applicable Laws and policies relating to use of the Connect Offerings, including privacy, security, healthcare, export control, sanctions, and professional licensure requirements.
- 14. Proprietary Rights.** Company and its licensors own the Company Technology that is used in the Connect Offerings. Outside of the access and use rights provided to End User from Client or the Affiliated Organization, End User obtains no individual right to access and use the Connect Offerings nor to any Company Technology used therein. End User has no right to use Company's or any Third Party's name, trademarks or logo, 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.
- 15. No Modifications.** End User may not modify, create derivative works of, adapt, translate, reverse engineer or otherwise decompile, disassemble or attempt to discover the source code or any other non-user facing aspects in any Connect Offerings. **Breach of this section will be deemed a material breach of this Agreement and entitle Company to immediately terminate this Agreement.**
- 16. Feedback.** The purpose of this section is to avoid potential misunderstandings or disputes when Company's products and/or marketing strategies might seem like ideas submitted or feedback given by End User to Company. By submitting any Feedback, (1) Company will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such Feedback as Company sees fit, without any obligation or restriction of any kind to End User; (2) there is no obligation for End User to give, or Company to review, Feedback; and (3) there is no obligation to keep any Feedback confidential.

- 17. Disclaimer of Warranty and Limitation of Liability.** THE CONNECT OFFERINGS, AS WELL AS ANY COMPANY TECHNOLOGY RESIDING THEREIN, IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY (WHETHER EXPRESS OR IMPLIED - INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) OR ANY OTHER LIABILITY TO COMPANY, INCLUDING WITHOUT LIMITATION, FOR SEQUENCE, ACCURACY OR COMPLETENESS OF DATA OR THAT IT WILL MEET THE END USER’S REQUIREMENTS, EVEN IF COMPANY OR ANY OF ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. END USER ASSUMES THE ENTIRE RISK OF USING THE CONNECT OFFERINGS AND ANY COMPANY TECHNOLOGY THEREIN. IN NO EVENT, SHALL COMPANY BE LIABLE TO END USER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR CONTINGENT DAMAGES INCLUDING LOSS OF PROFITS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY WHETHER IN AN ACTION BASED ON CONTRACT, TORT OR ANY OTHER THEORY.
- 18. Choice of Law.** This Connect Agreement will be governed by the laws of the state of Delaware, without regard to its conflicts of laws principles.
- 19. Entire Agreement.** This Agreement is a companion to the Master Agreement in place with Client. As between End User and Company this Agreement: (i) contains the entire understanding between the parties with respect to the subject matter set forth herein, and neither party is relying on any representations or warranties other than those found in the Agreement, (ii) supersedes all prior and contemporaneous negotiations, agreements, contracts, commitments and understandings, both verbal and written, between the parties, and (iii) does not operate as an acceptance of any conflicting terms or conditions and shall prevail over any conflicting provisions of any purchase order, request for proposal, request for information or any other instrument. End User understands that the headings used in the Agreement are solely for convenience of reference and are not intended to have any substantive significance in interpreting the Agreement. **Company may modify the terms of this Agreement at any time by posting new terms to its web site. End User may notify Company in writing within 30-days of such change that End User does not wish to accept the new terms. In the absence of such written non-acceptance notification within the 30-day period, End User confirms acceptance of the new terms by continuing to use the Connect Offerings or other Services specifically made available to You by Client.** If End User does not accept the new terms by notifying Company within the 30-day period, then End User may continue to use the Connect Offerings or other services specifically made available to You by Client under End User’s existing terms until the end of the then current month.
- 20. DEFINITIONS.** Capitalized terms shall have the meaning set forth below:
- 19.1 “Affiliated Organization”** means a company, practice, group and/or other legal entity (including those having separate tax identification numbers) of a Client (and pre-identified, in writing, by Client to Company prior to their use of any Products or Services) that has entered into a written agreement with Client that binds it and its End Users to comply with the applicable terms of the Master Agreement and are either: (i) owned by Client; or (ii) in which Client has a majority controlling interest in such company, practice, group and/or other legal entity; or (iii) in which Client has entered into a management agreement with such company, practice and/or other legal entity that creates a bona fide business relationship with Client to perform one or more management service functions.
- 19.2 “Analytics Database”** means a data collection derived from De-Identified Data.
- 19.3 “Client”** means the entity that is entering the Master Agreement.
- 19.4 “Client Data”** means the compilation of the Client’s, its Affiliated Organizations’, subsidiaries’, and/or parent entity’s data from all Data Sources.
- 19.5 “Company Technology”** means the Products, Services and User Materials, including all Interfaces, templates, forms, software tools, algorithms, software (in source code and object code forms), user interface designs, architecture, toolkits, Extension(s), Docker images, objects, documentation, network designs, ideas, processes, know-how, methodologies, formulas, systems, data, heuristics, designs, inventions, techniques, trade secrets, and any related intellectual property rights throughout the world included therein, as well as any derivatives, modifications, improvements, enhancements, or extensions of the above, whenever developed.

- 19.6 “Confidential Information”** means a Discloser’s non-public information (including copies, summaries, and extracts): (A) that is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (B) that is disclosed in non-tangible form, identified as confidential at the time of disclosure, summarized in a writing labeled as “confidential”, and delivered to Recipient within 15 days after disclosure. Confidential Information of Company includes the terms of the Master Agreement, this Agreement, Company Technology, customer and/or partner lists, and employee lists whether marked or identified as confidential. The Party disclosing Confidential Information is referred to as **“Discloser”** and the Party receiving Confidential Information is referred to as **“Recipient”**. Confidential Information does not include information that: (a) is or becomes generally publicly available at or after the time of disclosure through no fault of either Recipient; (b) was known to Recipient free of any confidentiality obligations, before its disclosure by Discloser; (c) becomes known to Recipient free of any confidentiality obligations from a source other than Discloser; or (d) is independently developed by either Recipient without use of Confidential Information.
- 19.7 “Connect Offerings”** means Mirth® Connect by NextGen Healthcare, Mirth® Appliance by NextGen Healthcare, Mirth® Command Center, and related Products, Services, Extensions, and User Materials made available to End User.
- 19.8 “Data Source”** means a single feed of aggregated personal, medical, financial and/or other data that is imported into any Company Technology.
- 19.9 “De-Identify” or “De-Identified”** means to de-identify personal data in accordance with the “safe harbor” requirements of section 164.514(b)(2) of the HIPAA regulations, or in a manner that otherwise meets the requirements of section 164.514.
- 19.10 “De-Identified Data”** means personal data that has been De-Identified.
- 19.11 “End User(s)”** means Personnel who are: (A) authorized by Client or an Affiliated Organization to use any portion of the Products or Services or (B) an authorized member of a community using the Software for purposes of health information exchange or care coordination. Unless specifically stated otherwise in the applicable User Materials, each End User will be assigned a unique ID and password.
- 19.12 “Extension(s)”** means certain, if any, locally installed software necessary for End User to access and use the Connect Offerings. “Extension(s)” are Company Software.
- 19.13 “Feedback”** means any comments, submissions or other feedback End User may provide to Company directly or through Client, at its sole discretion, concerning the functionality and performance of the Company Technology, including identification of potential errors and improvements.
- 19.14 “Government Payer Programs”** means, collectively, any federal health care or insurance program or any form of state Medicaid or other health care or insurance program.
- 19.15 “Law”** means those applicable federal and state statutes, regulations, codes, ordinances, agency directives, binding court orders and other binding government requirements.
- 19.16 “Personnel”** means, with respect to each Party, such Party’s officers, employees and contractors.
- 19.17 “Products”** means one or more of the Connect Offerings procured by Client from Company for End User’s use and access as set out in an Order Form.
- 19.18 “Service(s)”** means each service procured by Client from Company under one or more Order Forms, including Implementation Services, Software Maintenance Services, Hardware Maintenance Services, Consulting Services, eLearning Services, Hosting Services and SaaS as such terms are defined in the applicable Schedule.
- 19.19 “Software”** means the applicable Connect Offering.
- 19.20 “User Materials”** means generally available documentation provided by Company relating to the general released versions of Connect Offerings, including user guides, technical manuals, release notes, installation instructions, information pertaining to maintenance services and online help files regarding use of Software, and all updates thereto.