Mirth® CONNECT INTERNATIONAL AGREEMENT

This Mirth® Connect International Agreement ("Agreement") is a legal contract between the entity entering this agreement (the "Client") and NextGen Healthcare, Inc. ("Company"). This agreement is solely for the use of the following Mirth® Offerings: Mirth® Connect (including any extensions), Mirth® Appliance, and Mirth® Command Center (collectively, the "Mirth Offerings").

Every Order Form and Incorporated Schedules, Addenda, Appendix, Exhibit and/or Attachment thereto are collectively intended to be a complete integration and comprise the Agreement between the parties. Capitalized terms shall have the meaning set forth in the Order Form, Schedule, Exhibit or as defined in the Definitions Section below.

Order of Precedence
Unless specifically set forth in an Addendum, the order of precedence for conflicting terms is:

1. Addendum, if any
2. Order Form (including any incorporated Schedules)
3. Applicable Schedule and Exhibits/Attachments
4. Statement of Work, if any
5. General Terms

GENERAL TERMS

1. PAYMENT OF FEES

1.1 Fees; Payment Terms. Client shall pay the Fees set forth in the applicable Order Form(s) in accordance with the terms of this Agreement and such Order Form(s). Unless otherwise specified in an Order Form or addendum, payment terms are Net thirty (30) days from invoice date. Client will pay Fees without setoff or deduction except to the extent required by law. Except as otherwise set forth in an Order Form, Client's obligation to pay all Fees for the entire Service Term is non-cancelable and irrevocable, and Fees are payable regardless of Client's actual use of the Mirth Offerings, implementation status, or timing of Client's internal adoption. Fees are as set forth in the applicable Order Form. Company may increase the Fees for the applicable Mirth Offering on an annual basis, effective at the start of each contract year during the applicable License or Service Term (and any Renewal Term), by an amount equal to the lesser of (a) five percent (5%) or (b) the percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items. Company will provide Client at least sixty (60) days' prior written notice of any such increase. Any adjustment under this Section applies only to recurring Fees (including License Fees, Software Maintenance subscription and any other subscription Fees). Company further reserves the right to modify its Fees and subscriptions, effective as of the beginning of the next applicable Term with sixty (60) days prior notice to the Client. Company further reserves the right to modify its Fees and subscriptions, effective as of the beginning of the next applicable Term with sixty (60) days prior notice to the Client.

1.2 Invoicing. Company will invoice Client in accordance with the applicable Order Form.

1.3 Credit Card and eCheck Payments. If Company permits credit/debit card or eCheck/ACH payment, Client authorizes Company to charge the payment method for Fees due. Client represents it is authorized to use the payment method and will maintain current and accurate payment information. Payments by credit card may be subject to a processing fee equal to the lesser of (a) Company's actual processing cost for the transaction or (b) the maximum amount permitted by applicable Law. Payments made by eCheck or ACH will not be subject to a processing fee. Client remains responsible for any chargebacks, reversals, or other payment disputes initiated by Client or the card issuer.

1.4 Billing Disputes. If Client believes in good faith that Company has incorrectly billed Client, Client must notify Company in writing, in reasonable detail, of the dispute through Company's designated support or customer success channel (Success Community) prior to the date payment is due. Invoices for which no such timely notification is received will be deemed accepted by Client as true and correct, and Client shall pay all amounts due under such invoices by the applicable due date. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, each Party shall continue to fulfill its obligations under this Agreement during any such dispute, including payment by Client of all undisputed amounts due and payable. A billing dispute concerns the accuracy of an invoiced amount. Dissatisfaction with the Mirth Offering is not a billing dispute and does not excuse timely payment.

2. CLIENT RESPONSIBILITIES

2.1 Client Responsibilities; End User Compliance. Client is responsible for: (a) access and use of the Mirth Offerings by Client, Affiliated Organizations, and End Users; and (b) requiring its approved End Users to comply with the applicable terms and conditions of this

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

Agreement when accessing or using the Products, Services, or other Company Confidential Information. Client remains responsible for any act or omission of its approved End Users that would constitute a breach of this Agreement if committed by Client..

2.2 Required Resources. Client must procure and maintain client-side equipment, devices, and network connectivity as required per the Order Form and User Materials.

2.3 Professional Diagnosis and Treatment. The Mirth Offerings do not make clinical, medical, or professional decisions and are not substitutes for professional judgment. Client is solely responsible for all clinical decisions, professional judgment, and compliance with applicable Law.

2.4 Limitations on Use. Except as expressly permitted in this Agreement, Client will not and Client will not permit any End User or Third Party to: (a) sell, transfer, lease, assign, or sublicense Mirth Offerings (except where expressly authorized on an Order Form); (b) use as service bureau or outsourcing except that Client may permit authorized End Users for internal operations, subject to binding written agreements; (c) permit access using another End User's ID or credentials; (d) use any Product or Service to process anything other than the Client's, Affiliated Organizations', or an End Users' data; or (e) bypass security measures.

2.5 Developer License Restrictions. Client may use Developer Licenses solely for internal development, testing, and evaluation. Developer Licenses are strictly non-production, non-transferable, and non-perpetual, even if tied to a perpetual license purchase. Client may not distribute software containing Mirth® Connect code from Developer Licenses. Breach constitutes material breach of this Agreement.

2.6 Credential Management. Client is responsible for appropriate credential management, including disabling credentials for departed personnel, using strong passwords, implementing MFA, and reporting suspected compromise to Company.

2.7 Open-Source Software Disclosure. The Mirth Offerings include Third Party open-source code. Disclosures and licenses are available in the Mirth Offerings installation files in \docs\thirdparty. and within the Mirth Connect Administrator. The licenses are granted by the original licensors of the respective open-source code. Client is responsible for compliance with open-source license terms. Company disclaims warranties regarding open-source code.

2.8 Usage Governance and Enforcement. If Client has purchased rights that require compliance with specific usage limitations, those terms are set forth in the applicable Order Form. Client's non-compliant use is unauthorized. Company may audit usage, require periodic reports, suspend rights, or terminate this Agreement for material breach. Fees for unauthorized use are calculated retroactively at Company's then-current list price.

2.9 International Command Center Restrictions. For End Users located outside the United States and its Territories, access to Mirth® Command Center may be limited to certain functionality designated by Company. Client is responsible for ensuring that End Users acknowledge 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. Client is responsible for ensuring that End Users 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, and are responsible for ensuring that any information they submit through Mirth® Command Center is non-personal and complies with applicable Law and End User's internal organizational policies. End User shall not access, use, or permit the use of any Mirth® Command Center functionality other than the functionality expressly made available by Company for such End User's use, and shall not access or use any functionality designated by Company as unavailable for international use.

3. CONFIDENTIALITY

3.1 Protection of Confidential Information. The Receiving Party shall: (i) use Confidential Information solely for performing under this Agreement; (ii) protect it with at least the same care used for its own confidential information, but no less than reasonable care; (iii) limit disclosure to Personnel who need to know and who are bound by equivalent confidentiality obligations.

3.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information to the extent required by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt notice and reasonably cooperates at the Disclosing Party's expense in seeking a protective order or remedy.

3.3 Return or Destruction. Upon written request, the Receiving Party will return or destroy Confidential Information in its possession, except that it may retain: (a) one archival copy for legal, regulatory, or compliance purposes, and (b) Confidential Information in routine system backups, subject to confidentiality obligations and legal hold requirements.

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

3.4 Equitable Relief. Each Party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages are insufficient. Either Party may seek equitable relief in addition to other available remedies.

4. PRIVACY

4.1 Health Information; International Support Access.

(a) To the extent Company creates, receives, maintains, or transmits Protected Health Information (PHI) subject to HIPAA on behalf of Client, Company acts solely as a Business Associate, and the Parties shall enter into and comply with a Business Associate Agreement (BAA). The BAA will govern the parties' obligations regarding such PHI and controls in case of conflict with this Agreement.

(b) Company does not Host or provide Managed Cloud Services involving patient information on behalf of Clients located outside the United States and its Territories, as further described in the International Client Deployment Restrictions section. Company's provision of Support Services or Maintenance Services to such Clients may incidentally require Company Personnel to access or view patient information or other personal information in connection with troubleshooting, diagnostics, or technical support of Client's self-hosted environment. If applicable foreign data protection Law requires the Parties to enter into a Data Processing Agreement (DPA) governing such access for a particular Client, the Parties shall negotiate and execute a mutually agreeable DPA before such access continues.

(c) Company does not own PHI or other patient information provided by Client, and Client will provide Company with only the minimum such information necessary to perform the Services hereunder. Nothing in this section expands the scope of Hosting or Managed Cloud Services available to Client beyond that set forth in the International Client Deployment Restrictions section.

4.2 Personal Information. Company may collect and process limited non-PHI personal information (contact information, credentials, support communications) solely for account administration, authentication, support, security, and service communications. Such use is governed by Company's Privacy Policy on its website. By engaging with the Services, the Client and its End Users signify their understanding of, and agreement to, the data practices as described in the Company's Privacy Policy.

4.3 Compliance with Law. Each Party shall comply with applicable privacy and data protection Laws. Client is responsible for providing notices and obtaining consents required for Client's collection, use, and disclosure of Client Data.

5. MIRTH OFFERINGS LICENSE

5.1 Mirth Offerings License; Grant of Rights

5.1.1 Grant. Subject to Client's compliance with this Agreement, Company grants Client a limited, non-exclusive, non-transferable license to use the Mirth Offerings during the applicable License Term in quantities and configurations set forth in the applicable Order Form. Except as set forth in the Perpetual License Grants and Limitations section herein and any incorporated Schedule, all license rights terminate upon expiration of the License Term or termination of the Order Form.

5.1.2 Scope of License. During the License Term, and provided Client is in compliance with this Agreement, Company grants Client a non- exclusive, non-transferable license to:

(A) Install and implement the Mirth Offerings on Authorized Server(s) and, where applicable, Authorized Workstation(s) solely for End User use for Client's internal business operations, in quantities set forth in the applicable Order Form and/or Schedule;
(B) Use the Mirth Offerings in accordance with applicable Metrics and User Materials; and
(C) Use, copy, and distribute internally User Materials as reasonably required. All copies must retain copyright and proprietary notices.

5.2 Perpetual License Grants and Limitations. If an Order Form expressly designates a license as a "Perpetual License," Client receives the following rights after expiration or termination of any maintenance or support subscription:

5.2.1 License Scope. A Perpetual License entitles Client to use the specific Mirth® Connect version in effect on the date the initial Software Maintenance Services Term ends (or, if no maintenance is purchased, on the Effective Date of the Order Form), solely for Client's internal business operations, or as indicated by an executed OEM Schedule, in the quantities and configurations originally licensed.

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

5.2.2 No Access to Updates or New Releases. Perpetual License rights do not entitle Client to Updates, enhancements, new releases, major versions, or technical support unless Client maintains an active Software Maintenance subscription. Updates are available only through active maintenance.

5.2.3 No Managed Cloud Services; Command Center Access Restricted. Perpetual License rights do not include access to: (i) Mirth® Command Center, (ii) Managed Cloud Services, or (iii) SaaS functionality. Mirth Command Center access is provided only when Client maintains an active Software Maintenance subscription. Upon expiration or termination of any Software Maintenance subscription, all Mirth Command Center access immediately ceases.

5.2.4 No Support, Maintenance, or Hosting Obligations. Perpetual License rights entitle Client only to use the licensed software at Client's expense. Company has no obligation to provide technical support, Maintenance Services, Hosting, operation, or Updates unless Client maintains an active Maintenance Services subscription. Client is responsible for all Hosting, security, patching, and operational support, unless specified otherwise in an applicable Order Form.

5.2.5 No Redistribution Rights. Perpetual License rights do not include any right to redistribute, embed, sublicense, or make the Mirth Offerings available to third parties unless separately granted pursuant to a written agreement signed by Company.

5.2.6 Developer License Status. Developer Licenses are non-perpetual, regardless of any Perpetual License purchased for production use. Developer Licenses terminate upon expiration or termination of the applicable Order Form and cannot be converted to Perpetual status.

5.3 Bulk Licensing and Tiered Pricing. Client may purchase Mirth Offerings under a Bulk Licensing model. Each Bulk License Order Form shall specify (i) the number of Instances included in that Bulk License, and (ii) the tiered pricing rate applicable to those Instances for the License Term. If Client purchases additional Instances through a supplemental Order Form, those additional Instances shall constitute a separate purchase. The pricing tier for the additional Instances shall be determined based solely on the quantity specified in the supplemental Order Form and shall be effective as of the date of that supplemental Order Form.

5.4 Dynamic Licensing. The Dynamic Licensing Schedule governs the scope, metrics, utilization measurement, overage calculations, and all other terms applicable to Dynamic Licenses. In the event of conflict between this Agreement and the Dynamic Licensing Schedule, the Schedule controls.

5.4.1 Purchase Options. If an Order Form designates Client as a Dynamic Licensee, Client may purchase Dynamic Licenses as (i) Bundles, (ii) Bulk quantities under the Bulk Licensing model described in the Bulk Licensing and Tiered Pricing Section, or (iii) a combination of both, as specified in the applicable Order Form. Bulk quantities purchased for Dynamic Licenses are subject to the same fixed-quantity, tiered-pricing structure described in the Bulk Licensing and Tired Pricing Section without the overage flexibility available to Bundle purchases.

5.4.2 Automatic Freeing of Inactive Instances. All Dynamic Licenses, regardless of purchase option, are subject to the automatic freeing of inactive Instances after twenty-five (25) consecutive hours of inactivity, as further described in the Dynamic Licensing Schedule.

5.5 OEM Licenses. If an Order Form designates Client as an OEM Licensee, or if Client uses or redistributes the Mirth Offerings as embedded in or integrated with Client's own products and services, the following terms apply:

(a) Client receives a non-exclusive license to redistribute the Mirth Offerings as embedded in or integrated with Client's own products and services, subject to the terms of this Agreement, the applicable Order Form, and the OEM Schedule.

(b) Redistribution rights are limited to quantities, configurations, territory, and end-customer scope as specified in the Order Form and OEM Schedule. If no OEM Schedule exists or the Order Form does not specify redistribution parameters, Client shall execute a supplemental Order Form defining those parameters before commencing redistribution.

(c) Client is responsible for ensuring that all end customers who receive the redistributed Mirth Offerings (i) comply with the terms of this Agreement, and (ii) are bound by written agreements that restrict use, redistribution, and reverse engineering. Client shall provide copies of such end-customer agreements to Company upon request.

(d) Client's failure to maintain end-customer compliance or to execute a supplemental Order Form defining redistribution parameters is a material breach of this Agreement.

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

5.6 Production and Non-Production Instances. Unless stated otherwise in an applicable Order Form:

5.6.1 On-Premises Deployment. Client may operate Instances on Authorized Server(s) in Client-owned or leased facilities, subject to identification to Company, if requested. This section applies regardless of whether Instances were purchased under the traditional licensing model, as Bulk Licenses, or as Bundles.

5.6.2 Production Instances. For each Production Instance licensed, Client may operate one (1) Production Instance per license purchased, regardless of whether such Production Instance was purchased under the traditional licensing model, as a Bulk License, or as part of a Bundle.

5.6.3 Non-Production Instances. If Client has purchased one or more Bundles, Client may operate up to three (3) Non-Production Instances per Production Instance included in each such Bundle. This section does not apply to Instances purchased as Bulk Licenses without Bundles or under the traditional licensing model; Client must separately purchase any Non-Production Instances desired in connection with such purchases. Each Non-Production Instance may be installed in a separate Client-owned or leased location, identified to Company if requested.

5.7 License Keys. Mirth Offerings require a License Key to operate. The License Key is provided at Delivery. Additional License Keys are provided as needed.

5.8 No Title Transfer. All Company Technology remains personal property with title remaining with Company. Client has no right, title, or interest except as authorized by this Agreement. Client shall keep Company Technology free from judgments, liens, and encumbrances, and shall give Company immediate notice of any attachment, judicial process, lien, or encumbrance, and shall indemnify Company for losses.

5.9 Effect of Termination. Upon termination or expiration of this Agreement or License Term, unless otherwise stated, Client must: (a) immediately cease all use of the Mirth Offerings; (b) uninstall all copies of the Mirth Offerings from all servers and workstations; (c) destroy or render unreadable all media containing the Mirth Offerings; (d) certify in writing to Company within 30 days of termination that uninstallation and destruction is complete. If Client fails to cease use of the Mirth Offerings, Company reserves the right to disable access and pursue remedies available under law.

5.10 Delivery. The Mirth Offerings and Services are deemed delivered and accepted by Client on the earliest of: (a) the date Company makes the software available for Client download or access (for on-premises deployments); (b) the date Company provides Client with access credentials and the Managed Cloud Environment is ready for use (for Managed Cloud Services); (c) the date the License Key is provided to Client (for perpetual or subscription licenses); or (d) the date Company's delivery of Implementation or Consulting Services is complete as set forth in the applicable Statement of Work. Delivery does not require Client's affirmative acceptance or installation; availability for use constitutes delivery.

5.11 Client Responsibility for Updates and Upgrades. Unless the applicable Order Form expressly designates that Client's Managed Cloud Services subscription includes Maintenance Services: (a) Client is solely responsible for initiating, scheduling, and applying all Updates and upgrades to the Mirth Offerings, regardless of license type (perpetual or subscription) or delivery model (on-premises, Hosting, or Managed Cloud Services). For the avoidance of doubt, Client's purchase of Hosting alone does not include Maintenance Services and does not relieve Client of its responsibilities under this Section; (b) Company does not automatically apply Updates or upgrades to Client's Instance; (c) Company's provision of Hosting, Software Maintenance Services, or Professional Services does not include automatic Updates; (d) Client's responsibility for Updates applies even if Client has purchased Managed Cloud Services for other Company products; and (e) Updates are available to Maintenance Services subscribers for application by the Client; Upgrades are available through Professional Services on a time-and-materials basis.

5.12 International Client Deployment Restrictions. Company does not offer Hosting or Managed Cloud Services (including SaaS and Managed Deployment) for the storage, processing, or transmission of Protected Health Information, personal information, personally identifiable information, individually identifiable health information, or other patient information on behalf of Clients located outside the United States and its Territories. Clients located outside the United States and its Territories may deploy the Mirth Offerings solely on an on-premises, self-hosted basis in accordance with the On-Premises Deployment section. Any reference in this Agreement to Hosting, Managed Cloud Services, SaaS, or Managed Deployment is inapplicable to such Clients unless and until Company expressly agrees otherwise in a signed writing.

6. MANAGED CLOUD SERVICES AND SAAS OFFERINGS. The provisions of Section 6 apply exclusively to Clients who have purchased or utilize Managed Cloud Services subscriptions.

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

6.1 Overview and Scope. Company offers Managed Cloud Services under two distinct delivery models: (a) Software-as-a-Service (SaaS), whereby Company hosts and manages the Mirth Offerings as a cloud-based service; and (b) Managed Deployment, whereby Company hosts the Mirth Offerings on Company-controlled infrastructure; Managed Deployment does not include Maintenance Services unless expressly included in the applicable Order Form. These models are collectively referred to as "Managed Cloud Services" and are distinct from on-premises licenses. Unless otherwise included by Company as part of its standard Mirth Offerings, Managed Cloud Services require separate subscription Fees specified in the applicable Order Form. The Service Term shall commence on the Effective Date specified in the Order Form and continue for the stated period, unless earlier terminated in accordance with this Agreement. Renewal is governed by the applicable Order Form or the Term and Termination section renewal provisions. Unless the Order Form provides otherwise, the commencement of subscription Fees is not contingent on completion of setup, installation, or training. Client remains responsible for Fees during any such professional services engagement. Managed Cloud Services are subject to the restrictions set forth in the International Client Deployment Restrictions section. Regardless of delivery model, Personal Data, Protected Health Information, and other patient information are not permitted to be stored, processed, or transmitted through Managed Cloud Services on behalf of Clients located outside the United States and its Territories.

6.2 SaaS Offerings. Company's SaaS Offerings are provided on a subscription basis and include: (a) access and use of the Mirth Offerings through the Company-controlled Environment; (b) non-administrative, remote access to the Environment; (c) Software Maintenance Services; and (d) updates to Third-Party Software. Except for the limited access and use rights expressly granted herein, no license is granted under SaaS. Client receives the right to access and use only, not to own, copy, or modify the hosted software. Certain SaaS Offerings may require Client to install Plug-in Software on Client's equipment to access the SaaS Offering.

6.2.1 SaaS End User Access and Plug-in Software License. During the Service Term, Client has a non-transferable, non-exclusive license to permit SaaS End Users to: (a) access the Mirth Offerings through the Company-controlled Environment, and (b) install and use Plug-in Software on Client's equipment to access the SaaS Offerings for internal business operations. Client is responsible for ensuring all SaaS End Users comply with all Agreement terms and conditions. Client's failure to enforce End User compliance constitutes a material breach of this Agreement.

6.3 Managed Cloud Environment; Company Obligations.

6.3.1 Environment Operation. Company shall host and operate the Environment in Company-selected cloud infrastructure. Company will maintain the Environment consistent with industry-standard security and availability practices and implement commercially reasonable safeguards to protect Client Data per this Agreement and any applicable BAA.

6.3.2 Installation and Configuration. Company will load and/or configure the applicable Mirth Offerings in the Environment. However, work migrating from existing non-Company environments is not included in the subscription fee and may be provided under a separate Order Form and Statement of Work at Company's then-current professional services rates.

6.3.3 Third-Party Infrastructure and Operating Systems. Company is responsible for obtaining licenses and access rights for Third-Party Systems, databases, and utilities required to operate the Environment. Client obtains no rights to these items. Items Company obtains are separate from the Mirth Offerings and Third-Party Materials Client must purchase separately.

6.3.4 Service Maintenance and Performance. Company will maintain the Environment and Mirth Offerings to perform consistent with the specifications in the applicable User Materials. Company does not guarantee uninterrupted service or error-free operation.

6.3.5 Platform Evolution, Nature of Changes. Client acknowledges the Mirth Offerings are part of an evolving platform. Company may modify, update, enhance, replace, or modernize the Mirth Offerings, including changes to infrastructure, user interfaces, workflows, security controls, architecture, application programming interfaces (APIs), Third Party components, or underlying technologies. Such changes may result in functional differences or retirement of legacy features, provided the Mirth Offerings continue to materially conform to their intended purpose. Platform Changes do not constitute breach and are not required to be backward compatible. Client's continued use of the Offerings following a Platform Change constitutes Client's acceptance of the change.

6.3.6 Notice and Exceptions. Company will use commercially reasonable efforts to provide advance notice of material Platform Changes. However, Company may implement changes without notice to address security risks, compliance requirements, or platform stability.

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

6.3.7 Client-Managed Instance Upgrades. Where Company provides Hosting for a Mirth Offering, Client remains solely responsible for initiating, scheduling, and applying all Updates and upgrades to the hosted Instance in accordance with the Client Responsibility for Updates and Upgrades section, regardless of whether Client has purchased Managed Cloud Services or receives no-cost upgrades for any other Mirth Offering or other Company product.

6.4 Misuse of End User Credentials; Overage Usage. If Company reasonably verifies that Client has: (a) misused or shared Managed Cloud Services End User credentials, including user IDs, logins, passwords, or system access keys, beyond the authorized quantity; or (b) used such credentials in violation of this Agreement, then Client shall pay additional Service Fees for the unauthorized use period at Company's then-current list price. Such Fees are due within thirty (30) days of invoice. Going forward, subsequent invoices will reflect the correct user quantities and applicable Fees. Repeated instances of misuse or failure to pay assessed Fees within the specified timeframe constitutes a material breach of this Agreement.

6.5 Archive and Reprocessing Services (Managed Cloud Services Only). Archive and Reprocessing Services are optional features available exclusively with Managed Cloud Services subscriptions. These Services enable Client to retrieve, store, and reprocess historical Client Data outside the production Managed Cloud Service environment. Availability and pricing for Archive and Reprocessing Services, including whether such Services are included in Client's Managed Cloud Services subscription or constitute a separate add-on service, shall be specified in the applicable Order Form. If Archive and Reprocessing Services are provided as a separate add-on, subscription Fees shall be specified in the Order Form and Client shall execute a separate subscription agreement for those Services. Archive and Reprocessing Services, whether included or separate, are provided under the same terms as Managed Cloud Services. Client's use of Archive and Reprocessing Services is subject to all applicable limitations, restrictions, and compliance obligations set forth in Managed Cloud Services section.

6.6 Managed Cloud Service Expiration/Termination. Upon expiration or termination of a Managed Cloud Services subscription for any reason, Client's right to access and use the Managed Cloud Services offerings immediately terminates. Client must, at its expense, promptly uninstall and remove all Plug-in Software, if any, and delete all User Materials from Client-controlled systems. If Client has access to Mirth® Command Center as part of the Managed Cloud Services subscription, such access is provided solely during the active Service Term. Upon expiration or termination of the subscription, all Mirth® Command Center access immediately and automatically ceases, without notice, regardless of any perpetual or maintenance-supported license held for on-premises instances. Mirth® Command Center access cannot be retained or transferred.

6.7 Client Data Retrieval and Return. Client is solely responsible for retrieving Client Data upon expiration or termination of this Agreement. Upon written request submitted within thirty (30) days following expiration or termination of this Agreement, Company will make Client Data available for export in a commercially reasonable standard format supported by the applicable Managed Cloud Service. Client must complete export within the thirty (30)-day window. Company shall have no obligation to retain or make available Client Data after such period. Failure by Client to request export of Client Data within the thirty (30)-day period specified herein constitutes Client's irrevocable waiver of any right to retrieve such Client Data, subject to any mandatory retention requirements imposed by applicable Law. After thirty (30) days following expiration or termination of this Agreement (or longer if required by Law), Company will delete or render unrecoverable all remaining Client Data. Retained data remains subject to confidentiality and security obligations. Company disclaims responsibility for maintaining Client Data for regulatory, audit, or medical record retention purposes. Client is solely responsible for timely export and retention per applicable Law.

6.8 Additional Transition Services. Client may procure additional transition services at Company's then-current hourly rates and standard terms and conditions, subject to mutual written agreement.

7. IMPLEMENTATION AND CONSULTING SERVICES

7.1 Self-Installation; Optional Services. The Mirth Offerings are provided on a self-installation basis and do not include implementation or consulting services, unless otherwise stated on an applicable Order Form. Client may optionally purchase Implementation Services and/or Consulting Services under a separate supplemental Order Form. Company will perform such optional services in accordance with a mutually agreed Statement of Work and applicable Order Form and any addenda.

7.2 Implementation Services; Statement of Work. If Client purchases Implementation Services, each Statement of Work shall include: (a) a detailed implementation project plan, (b) target timeline and/or completion dates, and (c) resource commitments and roles for both Company and Client.

7.3 Scope of Consulting Services. Consulting Services may include technical assistance, custom configuration, data migration guidance, training, and other professional services as specified in the applicable Order Form and Statement of Work. Consulting Services are provided on a time-and-materials basis unless otherwise specified. All work is provided "as is" and is not subject to warranty beyond the limited warranty in the Limited Warranties section.

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

8. SOFTWARE MAINTENANCE SERVICES

8.1 Maintenance Tiers and Scope. Company offers Software Maintenance Services tiers, as specified in the applicable Order Form and Maintenance Services Schedule. The specific support hours, response times, coverage scope, and entitlements are set forth in the Maintenance Services Schedule available at https://www.nextgen.com/terms-and-agreements. To the extent this Agreement conflicts with the Maintenance Services Schedule, the Maintenance Services Schedule controls regarding support services, and maintenance entitlements.

8.2 Maintenance Services Term. (a) For Software Maintenance Services provided under perpetual licenses, the Service Term is specified separately in the applicable Order Form and is independent of the License Term. Perpetual license holders may renew Software Maintenance Services subscriptions annually or as specified. (b) For Software Maintenance Services provided under non-perpetual licenses, the Service Term is coterminous with the License Term. Upon License Term expiration, Software Maintenance Services automatically expire unless Client purchases a renewal License Term.

8.3 Software Maintenance Fees; Renewal. (a) For Perpetual Licenses: Software Maintenance Services Fees are billed separately and stated in the applicable Order Form. Fees are non-refundable. Software Maintenance Services subscriptions must be renewed annually or as specified to retain active support. (b) For Non-Perpetual Licenses: Software Maintenance Services are included in the License fee. Software Maintenance Services automatically expire upon License Term expiration unless Client renews the License Term. (c) All Fees are due annually in advance unless stated otherwise in the applicable Order Form.

8.4 Effect of Lapsed Maintenance. If Client fails to renew a Software Maintenance Services subscription or if Software Maintenance Services lapse for any reason, Client immediately loses all rights to access Updates, new releases, technical support, and security patches during the lapse period. Upon renewal, Client must pay catch-up Fees covering the entire period during which Software Maintenance Services were not active. Catch-up Fees are calculated at Company's then-current list price and must be paid in full before Software Maintenance Services resume. Only once catch-up Fees are paid in full shall Client be provided with current Updates, security patches, and new releases issued during the lapse period.

9. DATA USE POLICY

9.1 Use of Data for Operations and Improvements. Company may use Client Data to provide, secure, support, maintain, and improve the Mirth Offerings, including to: (a) configure and personalize Services for Client, and (b) perform analytics to improve workflows, features, performance, and security. Company will not identify Client as the source of any aggregated data and will not disclose such data in a manner that identifies any individual.

9.2 Artificial Intelligence and Assistive Technology Features

9.2.1 Overview. The Mirth Offerings may include features using automation, machine learning, artificial intelligence, large language models, or assistive technologies ("Assistive Features") to analyze inputs, automate tasks, and provide suggestions, recommendations, or summaries intended to support End User workflows. All Assistive Features are optional and require Client activation. Company shall provide disclosure to End Users regarding (i) which Assistive Features are available, (ii) what data each Assistive Feature will process, and (iii) how each Assistive Feature operates. End Users may disable or opt-out of any Assistive Feature at any time.

9.2.2 Accuracy Disclaimer. Client acknowledges that outputs from Assistive Features may be inaccurate, incomplete, biased, or misleading. Client remains solely responsible for validating, reviewing, and approving outputs before use. Client is responsible for all End User decisions made in reliance on Assistive Feature outputs. Assistive Feature outputs are not intended to replace professional judgment and shall not be used as the sole basis for clinical decisions, patient care, or business decisions without independent human review and approval.

9.2.3 PII and Sensitive Data Restrictions; Mirth Assist. Unless Company has explicitly authorized such use in writing with specific safeguards, Client shall not input Protected Health Information (PHI), Personal Data, payment card information, or other sensitive personal information into Assistive Features. Mirth Assist, an Assistive Feature that may be available in certain Mirth Offerings, is currently restricted from PHI input unless Client has executed a separate written agreement authorizing PHI processing with documented safeguards. Other Assistive Features (whether currently available or added in the future) may be designed to permit PHI input and processing under specific compliance guardrails, and such features will be identified in the Order Form or User Materials. Client is responsible for ensuring End Users understand restrictions on data input for each Assistive Feature and understanding which features (if any) are approved for PHI or sensitive data input.

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

9.2.4 Governance and Monitoring. Company maintains a risk-based governance program for Assistive Features, which may include: (a) pre-deployment testing and validation, (b) accuracy and bias monitoring and evaluation, (c) periodic audits of feature performance, and (d) usage guidelines and documentation.

9.2.5 Client Policies and End User Training. Client is responsible for: (a) establishing and communicating internal policies governing End User use of Assistive Features, (b) requiring appropriate clinical, medical, or professional review of Assistive Feature outputs prior to use in patient care or professional decision-making, (c) obtaining necessary informed consents from individuals whose data may be processed by Assistive Features as required by applicable Law, and (d) ensuring End Users understand Assistive Feature limitations and inaccuracies.

9.2.6 Updates to Assistive Features. Company may update, modify, or deprecate Assistive Features at any time. Company shall provide Client with prompt notice of any material updates or changes to the functionality, data processing, or operation of an Assistive Feature. If Company makes a material change to an Assistive Feature that Client has opted into, Client may reconsider its opt-in election. Client may disable or opt-out of the updated Assistive Feature at any time. Client's continued use of the Mirth Offerings following any change constitutes acceptance. Company is not liable for any adverse effects resulting from updates or deprecation.

10. TERM AND TERMINATION

10.1 Term. This Agreement applies to the Mirth Offerings from the Effective Date of the applicable Order Form until the expiration of the applicable License Term or Service Term, unless terminated earlier. Each Order Form specifies the initial License Term or Service Term.

10.2 Termination with Cause. Either Party may terminate this Agreement or an applicable Order Form for material breach by the other Party, provided that the non-breaching Party gives written notice describing the breach in reasonable detail and the breaching Party fails to cure within 30 days from notice date. The cure period for failure to pay undisputed Fees when due is 15 days. Company may suspend Client's access during any cure period. Either Party may terminate this Agreement immediately upon written notice if the other Party becomes insolvent, ceases conducting business, makes a general assignment for creditors, or becomes subject to bankruptcy, insolvency, or similar proceedings not dismissed within 45 days.

10.3 Effect of Termination. Upon termination or expiration of this Agreement or applicable Order Form for any reason: (i) with the exception of Perpetual Licenses, Client's right to access and use the Mirth Offerings immediately ceases, subject to Client Data access provisions; (ii) Client shall promptly discontinue use of any ancillary software components provided to enable access to the Mirth Offerings; and (iii) except as expressly set forth otherwise in writing, neither Party has further obligations regarding the terminated offering. Termination does not relieve Client of obligations to pay any Fees, expenses, or amounts that accrued before termination or any amounts otherwise due as a result of termination.

10.4 Survival. Termination or expiration will not affect any Agreement provisions that by their nature survive termination, including provisions regarding the Client Responsibilities section, payment obligations accrued prior to termination or otherwise payable in connection with termination, Confidentiality section, Privacy section, this Term and Termination section, Proprietary Rights section, Warranty Disclaimers section, Limitation of Liability section, and General Provisions section.

11. PROPRIETARY RIGHTS

11.1 Ownership. Company and/or its licensors retain all right, title, and interest in and to the Company Technology. No Company Technology is sold to Client. Unless specifically stated in writing by Company, Client has no right to use Company or Third Party names, trademarks, or logos. Client will not use the Mirth Offerings in a manner that violates any Third Party intellectual property, contractual, or proprietary right.

11.2 No Modifications. Unless specifically stated in writing by Company, Client agrees not to modify, create derivative works, adapt, translate, reverse engineer, decompile, disassemble, or attempt to discover the source code or non-user-facing aspects of any Mirth Offering. Breach of this section is deemed material breach entitling Company to immediately terminate this Agreement.

11.3 Feedback. Feedback means any comments, submissions, or feedback Client may provide to Company concerning the functionality, performance, and improvements to the Company Technology. By submitting Feedback, Company will be free to use, disclose, reproduce, license, or exploit such Feedback without obligation or restriction to Client. Company has no obligation to review Feedback.

12. LIMITED WARRANTIES

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

12.1 General. Each Party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the Laws of its state of organization; (b) it has full right, power, and authority to execute and perform under this Agreement; and (c) its execution and performance of this Agreement do not violate any agreement by which it is bound or any applicable Laws.

12.2 Compliance. Each Party represents and warrants that, to the best of its knowledge: (a) it, its Affiliates, and Personnel are not under a corporate integrity agreement or similar restriction by any payer, government agency, or industry self-regulating organization; and (b) neither it nor any Affiliates, directors, or Personnel are (i) listed in exclusion records in SAM.gov or successor system, or (ii) suspended or excluded from participation in any government payer programs. A breach of this Section is material and entitles the non-breaching Party to terminate this Agreement per the Termination with Cause section.

12.3 Implementation & Consulting Services Warranty. If Client separately purchases Implementation Services and/or Consulting Services (per the Implementation and Consulting Services section), Company warrants that such Services shall be performed in a professional and workmanlike manner per the Statement of Work. Warranty Period: 90 days from performance date. Client must notify Company in writing with reasonable detail of any breach within this period; failure waives the right to claim breach. To the extent permitted by Law, Client's sole remedy is re-performance of the relevant service at no additional cost, limited to one attempt per service. No warranty is provided for self-installation or self-configuration.

13. WARRANTY DISCLAIMERS

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE LIMITED WARRANTIES SECTION, THE MIRTH OFFERINGS AND ALL COMPANY TECHNOLOGY ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, SECURITY, OR THAT MAY ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT THE MIRTH OFFERINGS WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR COMPLETELY SECURE. ALL DEFECTS OR VULNERABILITIES WILL NOT NECESSARILY BE CORRECTED, AND THE MIRTH OFFERINGS WILL NOT NECESSARILY MEET ANY SPECIFIC PERFORMANCE STANDARDS OR BE SUITABLE FOR ANY PARTICULAR PURPOSE. OUTPUTS FROM ASSISTIVE FEATURES (INCLUDING AI FEATURES) WILL NOT NECESSARILY BE ACCURATE, COMPLETE, OR UNBIASED, AS DESCRIBED IN THE ARTIFICIAL INTELLIGENCE AND ASSISTIVE TECHNOLOGY FEATURES SECTION. THE MIRTH OFFERINGS WILL NOT NECESSARILY COMPLY WITH ANY PARTICULAR LAW, REGULATION, OR INDUSTRY STANDARD, EXCEPT AS EXPRESSLY SET FORTH IN A BAA OR OTHER AGREEMENT. COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES WITH RESPECT TO THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES, OR THIRD-PARTY INFRASTRUCTURE COMPONENTS INCORPORATED INTO OR USED IN CONNECTION WITH THE PLATFORM SERVICES. SUCH THIRD-PARTY COMPONENTS ARE PROVIDED SUBJECT TO THE APPLICABLE THIRD-PARTY TERMS, IF ANY.

14. LIMITATION OF LIABILITY

14.1 Exclusion of Consequential Damages. EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF GOODWILL, PROFITS, REVENUE, BUSINESS, USE, OPPORTUNITIES, OR SAVINGS, OR FOR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE MIRTH OFFERINGS, INCLUDING THEFT OR CORRUPTION OF DATA, VIRUSES, OR SPYWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ANY THIRD PARTIES (INCLUDING COMPANY LICENSORS AND THIRD-PARTY INFRASTRUCTURE PROVIDERS) BE LIABLE TO CLIENT UNDER THIS AGREEMENT ON ANY BASIS WHATSOEVER.

14.2 Liability Cap. EXCEPT FOR THE EXCLUDED CLAIMS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE MIRTH OFFERINGS (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE FEES PAID OR OWED BY CLIENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL PRIVACY AND SECURITY CLAIMS SHALL NOT EXCEED THE GREATER OF (A) TWO TIMES (2X) THE AGGREGATE FEES PAID BY CLIENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIMS, OR (B) ONE MILLION DOLLARS (US $1,000,000); PROVIDED, HOWEVER, THAT THIS SUB-CAP WILL NOT APPLY TO PRIVACY AND SECURITY CLAIMS ARISING FROM A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

14.3 Payment Obligations Unaffected. THE FOREGOING LIMITATIONS DO NOT LIMIT CLIENT'S OBLIGATION TO PAY FEES DUE UNDER ANY ORDER FORM, INCLUDING FEES THAT BECOME DUE UPON TERMINATION UNDER THIS AGREEMENT OR THE APPLICABLE ORDER FORM.

14.4 Basis of the Bargain. The Parties acknowledge that the limitations and exclusions of liability in this section form an essential basis of the bargain between the Parties and shall apply notwithstanding any failure of essential purpose of any limited remedy, to the maximum extent permitted by applicable Law.

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

15. INDEMNIFICATION

15.1 Company Indemnification. Company will defend Client against any Third-Party claim alleging that Indemnified Technology infringes or misappropriates any Third-Party intellectual property right ("IP Claim"), and Company will pay damages finally awarded by a court or agreed in a written settlement signed by Company. Client must: (a) promptly notify Company in writing of the IP Claim (failure to provide prompt notice relieves Company only to the extent materially prejudiced); (b) give Company sole control of defense and settlement; (c) provide reasonable cooperation at Company's expense.

15.2 Infringement Remedies. If the Mirth Offerings become or are likely to become subject to an IP Claim, Company may, at its option and expense: (a) procure for Client the right to continue using the affected Mirth Offerings; (b) modify the affected Mirth Offerings to become non-infringing without materially reducing functionality; or (c) replace the affected Mirth Offerings with non-infringing services of materially equivalent functionality. If none of these is commercially reasonable, Company may terminate the affected Order Form and refund any prepaid, unused Fees for the terminated Service Term portion.

15.3 Exclusions. Company has no obligation under the Company Indemnification section for claims arising from: (a) Client Data or content/data provided by Client or End Users; (b) Third-Party Software, Third-Party Services, or Third-Party Infrastructure; (c) use of Mirth Offerings in combination with products/services/software not provided by Company, if the claim would not have occurred without such combination; (d) modification of Mirth Offerings not made by or authorized in writing by Company; (e) Client's or End User's use other than per this Agreement, Order Form, User Materials, and any applicable Schedules; or (f) failure by the Client to install the latest updated version of the Indemnified Technology as requested by Company to avoid infringement.

15.4 Client Indemnification. Client will defend Company and its Affiliates, officers, directors, employees, and agents from and against any Third-Party claim and will pay damages finally awarded or agreed in a written settlement signed by Client, directly arising from or relating to: (a) Client Data; (b) Client's or any End User's breach of the Client Responsibilities section, Limitations on Use section, or Proprietary Rights section; (c) Client's or any End User's use of the Mirth Offerings outside the scope of rights granted under this Agreement or applicable Order Form; (d) Client's or End User's misuse, unauthorized access, or breach of any applicable usage terms; (e) Client's or any End User's use of Third-Party Software or Third-Party Services not provided by Company. Notwithstanding the foregoing, Client shall have no obligation to indemnify Company for claims arising from or relating to: (i) Company's negligence, gross negligence, willful misconduct, or fraud; (ii) Company's IP infringement or violation of applicable Law in the Mirth Offerings; or (iii) Company's failure to implement reasonable security measures. Company must: (i) promptly notify Client in writing of such claim (subject to the same prejudice standard as the Company Indemnification section); (ii) permit Client to control defense and settlement; (iii) provide reasonable cooperation at Client's expense.

15.5 Settlement; Cooperation. The indemnifying Party may not settle any claim admitting liability or wrongdoing on behalf of the indemnified Party or imposing monetary obligation or injunctive relief on the indemnified Party without the indemnified Party's prior written consent (not to be unreasonably withheld or delayed).

15.6 Exclusive Remedy. This section states the indemnifying Party's entire liability and the indemnified Party's exclusive remedy regarding Third-Party infringement and misappropriation claims.

16. GENERAL PROVISIONS

16.1 Equitable Relief. Each Party acknowledges that a breach of the Confidentiality section, Privacy section, Proprietary Rights section, or Limitations on Use section may cause irreparable harm for which monetary damages are insufficient. Either Party may seek equitable relief in addition to other available remedies.

16.2 Notices. Any notice given under this Agreement must be in writing and, other than service of process, may be delivered: (a) if to Company, to legal@nextgen.com or such other address as Company designates; (b) if to Client, to the sold-to email address on the applicable Order Form or such other address as Client designates. Email notice is deemed received on the first Business Day after transmission unless an automated message indicates non-delivery. Personal delivery or overnight courier is effective upon delivery. U.S. mail is deemed effective five Business Days after deposit in an official USPS mailbox.

16.3 Viruses and Other Malware. Each Party will maintain commercially reasonable security measures, including up-to-date anti-malware and Virus detection tools, to prevent introduction of malicious code into the other Party's systems or the Mirth Offerings. To the best of Company's knowledge as of Delivery, the Mirth Offerings as provided do not contain any malicious code intentionally introduced by Company.

16.4 Choice of Law. This Agreement will be governed by the laws of the state of Delaware, without regard to its conflicts of laws principles.

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

16.5 Waiver; Modification; Relationship of Parties. Neither Party's waiver of any provision breach is a waiver of that provision in any other instance. This Agreement may not be modified nor any rights waived, in whole or in part, except in writing signed by the Parties. Company is an independent contractor, and nothing in this Agreement constitutes an employment, partnership, joint venture, fiduciary, trust, or agency relationship between the Parties, or authorize either Party to enter into any commitment binding the other Party. Each Party solely determines which of its Personnel will perform its obligations.

16.6 Agreement Updates and Amendment. Client acknowledges that Company may periodically update or amend this Agreement, including these General Terms, to reflect changes in law, regulatory requirements, security standards, or product offerings. Updates will be posted on Company website and communicated to Client contact. Continued use of the Mirth Offerings after the effective date of any amendment constitutes Client's acceptance of the amendment. If Client materially objects to an amendment, Client's sole remedy is to terminate the affected Mirth Offerings upon written notice within thirty (30) days of the amendment's effective date.

16.7 Assignment; Binding Effect; Subcontractors. This Agreement is personal to Client, and Client may not delegate and/or assign this Agreement, any Mirth Offerings, or any rights or duties without advance written consent of Company, which shall not be unreasonably withheld. Any attempted delegation or assignment in violation of this section is void. Company may assign this Agreement or its rights to its affiliates or successor in the event of a sale of all or substantially all assets, voting securities, or related assets or business. This Agreement will be binding on and inure to the benefit of the Parties' permitted transferees, successors, and assigns. Company may subcontract performance to Third Parties as it determines appropriate, but Company remains responsible for subcontractor performance.

16.8 Force Majeure. A Party's failure to perform obligations (other than payment of money) is excused to the extent caused by an event outside its reasonable control, including act of God, act or threat of terrorism, shortage of materials, strike or labor action, war or threat of military action, natural disaster, failure of Third Party suppliers, failure of Third-Party Infrastructure governmental acts, orders, or restrictions, or other cause beyond its reasonable control.

16.9 Severability. If any term is held invalid, unenforceable, or contrary to any Law or policy, the Parties prefer such term be effective to the extent permitted by Law and will not affect other terms, which will remain in full force and effect.

16.10 Client Identification. Company may publicly identify Client as a customer of Company, unless Client notifies Company in writing that it does not consent.

16.11 Covenant Not to Solicit or Hire. During the Agreement term and for one (1) year thereafter, neither Party will knowingly and directly solicit for employment any employee of the other Party who was materially involved in performance of this Agreement; provided that this section does not restrict general solicitations or hiring of persons who respond to general solicitations or independently seek employment.

16.12 U.S. Government Licensing. For US Government End Users: Client acknowledges that Mirth Offerings and Services are "Commercial Products," "Commercial Services," or "Commercial (COTS) Item(s)" under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as defined in 48 C.F.R. §12.212 or §227.7202. The Mirth Offerings are licensed to U.S. Government End Users: (a) only as Commercial Items; (b) with only those rights granted to all other End Users herein. Unpublished rights reserved under U.S. copyright law.

16.13 Export Rules. Client acknowledges that the Mirth Offerings may be subject to U.S. Export Administration Regulations and other export laws, and Client will comply with all applicable export and import control Laws of the United States and foreign jurisdictions in which the Company Technology is used. Client will not export or re-export the Mirth Offerings without all required U.S. and foreign government licenses.

16.14 Entire Agreement (Merger Clause). This Agreement is the entire agreement between Company and Client regarding Client's purchase and use of Mirth Offerings and Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral. No representation, undertaking, or promise shall be taken to have been given or implied from anything said or written in prior negotiations except as expressly stated in this Agreement. The Parties acknowledge they have not relied on any representations, warranties, or statements not expressly set forth herein.

17. DEFINITIONS

Capitalized terms shall have the meanings set forth in the Order Form or as defined below:

- **"Active Instances"** represents the number of Instances running in a 24-hour period. An Instance is considered active the day it starts and any day after that it remains active for even a portion of the day. If an Instance is started on Monday at 6am and stopped on Wednesday at 10am, it is considered an Active Instance on Monday, Tuesday, and Wednesday.
- **"Affiliated Organization"** means a company, practice, group, and/or other legal entity that has entered into a written agreement with Client binding it and its End Users to comply with this Agreement and is either: (i) owned or controlled by Client; or (ii) with

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

which Client has entered into a management agreement creating a bona fide business relationship to perform management service functions.

- **“Affiliates”** means, with respect to a Party, any entity that controls, is controlled by, or is under common control with such Party. For purposes of this definition, "control" means the power to direct the management and policies of an entity, whether through ownership of voting securities, contract, or otherwise.
- **"Agreement"** means this Mirth® Connect Agreement, including the preamble, all General Terms, Order Forms, Schedules, and any addenda or amendments.
- **"Archive and Reprocessing Services"** means an optional feature available exclusively to Clients with an active Managed Cloud Services subscription that enables Client to retrieve, store, and reprocess historical Client Data outside the production Managed Cloud Service environment, as further described in the Archive and Reprocessing Services section. Archive and Reprocessing Services may be included in Client's Managed Cloud Services subscription or offered as a separate add-on service, as specified in the applicable Order Form.
- **"Assistive Features"** means features within the Mirth Offerings that use automation, machine learning, artificial intelligence, large language models, or similar technologies to analyze inputs, automate tasks, and provide suggestions, recommendations, or summaries to support End User workflows and decision-making.
- **"Authorized Server"** means a Hardware server owned or leased by Client and located at a location as identified to Company, if requested. Except as otherwise agreed by Company in writing, Authorized Servers shall not be used for the benefit of any party other than Client, its Affiliated Organizations, and End Users.
- **"Authorized Workstation"** means a desktop, tablet, or laptop computer and used by an End User to access the Mirth Offerings.
- **"BAA"** means the Business Associate Agreement between Client and Company governing parties' obligations regarding Protected Health Information.
- **"Bulk License"** means a license for a fixed quantity of Instances (not Bundles) purchased under the Bulk Licensing model, with tiered pricing based on total quantity purchased.
- **"Bundle"** consists of four (4) Instances: one (1) designated for Production use and three (3) designated for non-Production environments (e.g., Test, Quality Assurance, Development). Bundles are the required purchase increment for Dynamic Licenses in Production environments.
- **"Business Associate"** means an entity that, on behalf of a covered entity, but other than as a workforce member, creates, receives, maintains, or transmits Protected Health Information for purposes of carrying out functions specified in a Business Associate Agreement, as defined in the HIPAA Privacy Rule (45 C.F.R. § 164.103).
- **“Business Day / Business Hours”** means time during which Company is actively staffed and most Company resources (including its maintenance services staff) are available, but excludes nights, weekends and holidays observed by Company.
- **"Capacity" or “Committed Capacity”** means the maximum Daily Average Utilization of Instances Client is allowed without additional Fees or requirement to purchase additional Instances. Capacity is calculated as the total number of Instances contracted for, which is the number of Bundles purchased multiplied by four (4) total Instances per Bundle.
- **“Certified Professional”** means any Client Personnel who: (a) is actively involved in the day-to-day operation and support of the Mirth Offerings and Services within the Client’s organization, (b) has suitable education and experience to understand the Mirth Offerings and Services; (c) has successfully completed the applicable Company Connect certification tests (if any); and (d) if a contractor and not an employee of the Client, has entered into a separate agreement with Company to become a Third Party Certified Professional.
- **"Claim"** means a claim, action, proceeding, or demand made against a person or entity, however arising and whether present or future, fixed or unascertained, actual, threatened, or contingent and whether asserted by a Party or by a Third Party, and whether arising in contract, tort, or otherwise.
- **"Client"** means the entity entering into this Agreement with Company.
- **"Client Data"** means all data, content, and information created, received, stored, or transmitted by or on behalf of Client, its Affiliated Organizations, subsidiaries, parent entities, and/or End Users using the Mirth Offerings.
- **"Command Center"** means Mirth® Command Center, a cloud-based platform providing centralized administrative, monitoring, and analytics capabilities across a Client's Mirth® Connect deployments, regardless of delivery model. Access to Command Center requires either an active Software Maintenance subscription or an active Managed Cloud Services subscription, as further described in the Perpetual License Grants and Limitations section and the Managed Cloud Service Expiration/Termination section.
- **"Company"** means NextGen Healthcare, Inc.
- **“Company Software”** means software in object code form licensed under an Order Form, or as may be made available for access and/or use under a SaaS offering and identified as Company Software, including any Interfaces, templates, and any and all updates, modifications, improvements, extensions, and derivative works made thereto by or for Company, Client, or any Third Party.
- **"Company Technology"** means the Products, Services, and User Materials made available by Company, including the underlying source code, software, and all Interfaces, templates, software tools, algorithms, documentation, Docker images, ideas, processes, know-how, methodologies, formulas, systems, data, heuristics, designs, inventions, techniques, trade secrets, and any related intellectual property rights worldwide.
- **"Confidential Information"** means non-public information disclosed by a Party that is designated as confidential or reasonably should be understood to be confidential, including (but not limited to) terms, pricing, product plans, Client Data, and (with respect to NextGen disclosures) NextGen's proprietary source code, algorithms, architecture, technical designs, and know-how. Does not include information that is or becomes publicly known, was previously known, is rightfully received from a Third Party, or is independently developed.
- **"Consulting Services"** means professional services provided by Company under an Order Form and Statement of Work to create reports, customize configurations, provide technical assistance, training, and other services as specified.

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

- **"Credential"** means any login ID, password, API key, access token, or other authentication mechanism used to access the Mirth Offerings.
- **"Daily Average Utilization"** is defined as the total number of Active Instances used by the Client in a calendar month, divided by the number of calendar days in that month.
- **"De-Identified"** means data that is not personally identifiable as defined in 45 C.F.R. § 165.514 (HIPAA Safe Harbor method) or that meets applicable state or federal law de-identification criteria.
- **"Delivery or Delivered"** the Mirth Offerings and Services are deemed delivered and accepted by Client on the earliest of: (a) the date Company makes the software available for Client download or access (for on-premises deployments); (b) the date Company provides Client with access credentials and the Managed Cloud Environment is ready for use (for Managed Cloud Services); (c) the date the License Key is provided to Client (for perpetual or subscription licenses); or (d) the date Company's delivery of Implementation or Consulting Services is complete as set forth in the applicable Statement of Work. Delivery does not require Client's affirmative acceptance or installation; availability for use constitutes delivery.
- **"Developer License"** means a non-exclusive, non-perpetual, non-transferable license for software developers to use the Mirth Offerings solely for internal development, testing, evaluation, and training purposes, not for production use or distribution.
- **"Dynamic License"** means a license model in which Client's usage rights and fees are calculated based on actual utilization metrics as defined in the Dynamic Licensing Schedule. Dynamic Licenses are subject to Active Instance measurement and Daily Average Utilization caps as specified in the Order Form.
- **"Effective Date"** means the date last signed by an authorized representative of all Parties on the applicable Order Form.
- **"End User(s)"** means Personnel who are: (a) authorized by Client or an Affiliated Organization to use any portion of the Mirth Offerings; or (b) an authorized member of a community using the Mirth Offerings for health information exchange or care coordination.
- **"Environment"** means the facilities and equipment that Company deems necessary for operating the Mirth Offerings under SaaS or Managed Deployment model, as specified in Statement of Work and/or Order Form.
- **"Excluded Claims"** means Claims arising from: (a) Client's breach of its payment obligations under this Agreement, including Client's failure to pay undisputed Fees or other amounts due under this Agreement or any Order Form, including amounts payable upon or as a result of termination; (b) Client's breach of the Limitations on Use or Proprietary Rights provisions (including the No Modifications provision), or any license grant restrictions; (c) Client's breach of its confidentiality obligations under this Agreement; and (d) a Party's fraud, gross negligence, or willful misconduct.
- **"Fees"** means the fees set forth in the applicable Order Form.
- **"Fulfillment Date"** means the earlier of the: (i) date of Fulfillment set forth in the Order Form, Exhibit, or (ii) the stated number of days (as specifically stated in the Order Form, Addendum or Exhibit) after the Effective Date, which if no stated amount of days is specifically identified, then 60 days.
- **"Hardware"** means Company hardware and Third-Party hardware.
- **"Help Desk Support"** means the support services provided by Company help desk under its then current Maintenance Services Schedule.
- **"Hosting"** means the delivery of Mirth Offerings where Company provides the infrastructure and Environment in which Company hosts Client's licensed Software. Hosting includes access to the Environment but does NOT include Maintenance Services, Software Updates, or technical support, which are separately purchased.
- **"Implementation Services"** means professional services provided by Company to configure, install, and implement the Mirth Offerings as specified in the Implementation and Consulting Services section and applicable Statement of Work.
- **"Indemnified Technology"** means the Mirth Offerings and Services paid for by Client, excluding Third-Party Software, Third-Party Hardware, sample code, SDKs, open source software, trial versions, and LGR (Limited General Release) versions of the Mirth Offerings or Services.
- **"Instance"** means a single installation of Mirth® Connect software running on any physical or virtual server.
- **"Interface"** means the part of any Company Software designed to exchange data between or among Company Software components and other software or between Company Software and Hardware.
- **"Law" or "Applicable Law"** means applicable federal and state statutes, regulations, codes, ordinances, agency directives, binding court orders, and other binding government requirements.
- **"License Key"** means each encrypted alphanumeric code needed to activate the Mirth Offerings and/or features therein. License Keys are unique to Client and non-transferable.
- **"License Term"** means the period set forth in an Order Form for which Client has purchased the applicable Mirth Offering license.
- **"Limited General Release or LGR"** means software or Services designated by Company as pre-release, beta, limited availability, or not yet in general release status, which may be unstable, incomplete, or subject to significant change.
- **"Lives"** means the net number of individuals whose data is stored in the database of Company Software, as measured by the master patient index.
- **"Maintenance Services" or "Software Maintenance Services"** means the technical support and software maintenance services made available by Company as described in the Maintenance Services Schedule and the Software Maintenance Services section.
- **"Maintenance Services Schedule"** means the document describing support tiers, response times, coverage hours, and entitlements. Available at https://www.nextgen.com/terms-and-agreements.
- **"Managed Cloud Service(s)" or "MCS"** means a Product or Service that Client accesses through the Environment under either SaaS or Managed Deployment model, governed by the Managed Cloud Services and SaaS Offerings section.
- **"Managed Deployment"** means the Managed Cloud Services delivery model in which Company hosts the Mirth Offerings on Company-controlled infrastructure and operates and maintains the Environment on Client's behalf, as further described in the

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

Managed Cloud Environment section; Company Obligations section. Managed Deployment does not include Maintenance Services unless expressly included in the applicable Order Form.

- **“Metric”** means each standard specified by Company in the Order Form or applicable Schedule that describes either: (i) the scope of the Client’s rights to use the Software and/or Services, as applicable or (ii) the measure by which the Client’s use of the applicable SaaS offering will be calculated and charged as reported to the Client in periodic reports.
- **"Mirth Assist"** means an Assistive Feature available in certain Mirth Offerings that uses artificial intelligence and machine learning to provide suggestions and automate tasks, subject to the restrictions and governance terms in the Artificial Intelligence and Assistive Technology Features section.
- **"Mirth Offerings"** means the collective suite of products and services offered by Company, including: (a) Mirth® Connect ; (b) Mirth® Command Center; (c) Mirth® Appliance; and (d) any extensions, add-ons, or future offerings identified on the Order Form.
- **"Non-Production Instance"** means an installation supporting one or more Production Instances, including test/staging systems, development environments, passive standby/failover systems, QA/test systems, backup systems, or demo/training systems.
- **"Order Form"** means each executed sales order form for Client's procurement of Mirth Offerings and Services, including any Schedules referenced therein.
- **"Party" or "Parties"** means Company or Client, as applicable, or both collectively.
- **"Perpetual License"** means a non-exclusive, non-transferable right to use the specific version of Mirth® Connect software in effect on the date the initial Software Maintenance Services Term ends (or, if no maintenance is purchased, on the Effective Date of the Order Form), solely for Client's internal business operations, or as approved under a valid OEM Schedule, in originally licensed quantities and configurations, subject to the Perpetual License Grants and Limitations section.
- **"Personal Data"** means any information that, under applicable privacy, data protection, or health information laws, is regulated, protected, or defined as personal data, personal information, or similarly designated information.
- **"Personnel"** means, with respect to each Party, such Party's officers, employees, agents and contractors.
- **"PHI" or "Protected Health Information"** means any individually identifiable health information as defined in the HIPAA Privacy Rule (45 C.F.R. § 160 and § 164), including electronic PHI (ePHI).
- **"Plug-in Software"** means locally installed software on Client's equipment necessary for SaaS End Users to access and use a SaaS offering. Plug-in Software is Company Software.
- **"Platform Change"** means any modification, update, enhancement, replacement, re-architecture, migration, or modernization of the Mirth Offerings, as described in the Platform Evolution, Nature of Changes section.
- **“Privacy and Security Claims”** means Claims arising out of or relating to a Party’s breach of its privacy or data security obligations under this Agreement (including the Privacy and Data Use Sections of this Agreement, as applicable) and/or any applicable BAA and/or data processing addendum.
- **"Product" or "Products"** means one of the Mirth Offerings obtained by Client from Company.
- **"Production"** means use of the Mirth Offerings to support actual business or clinical operations of Client and its Affiliated Organizations, excluding training, backup, development, and testing.
- **"Production Instance"** means an Instance used for the primary purpose of Client's Mirth Offering license, including primary systems with live data, secondary reporting systems, or systems distributing/segregating load.
- **"SaaS"** means a service model whereby Company makes software functionality accessible to Client on a subscription basis via the internet and a browser as specified in User Materials.
- **"SaaS End User"** means any End User who requires log-in authority to the SaaS Environment for a particular Offering(s).
- **"Schedule"** means a written document executed by both Parties or incorporated by reference into an Order Form describing additional terms related to the Mirth Offerings, including BAA and Maintenance Services Schedule.
- **"Service(s)"** means each service procured from Company under an Order Form, including Implementation Services, Software Maintenance Services, Consulting Services, SaaS Services, Archive and Reprocessing Services, and Managed Deployment services.
- **“Service Hour(s)”** means all such time and materials service hours included within an Order Form, including but not limited to for, implementation, training, consulting and/or conversions.
- **"Service Term"** means the Initial Term and any Renewal Term set forth in an Order Form or applicable Schedule for which Client has purchased the applicable Service.
- **"Software"** means the applicable Mirth Offerings (used interchangeably with "Mirth Offerings").
- **"Statement of Work" or "SOW"** means a written document executed by the Parties or incorporated by reference into an Order Form describing specific Implementation Services or Consulting Services, including deliverables and milestones.
- **"System"** means collectively, the applicable Mirth Offerings, appropriate Third Party database software, operating system software, and other Hardware and Software functioning as a single system.
- **"Third Party"** means any person or entity other than Company or Client.
- **"Third-Party Infrastructure"** means cloud hosting services, data centers, and other third-party platforms on which Company operates the Environment.
- **"Third-Party Materials"** means tools, software, data, and materials provided by Third Parties and integrated with the Mirth Offerings.
- **"Third-Party Software"** means software licensed by Company from Third Party vendors and made available as part of the Mirth Offerings or Environment.
- **"Third-Party Services"** means services provided by Third Party vendors and not directly provided by Company.
- **"Tiered Pricing"** means pricing for Bulk Licenses structured by quantity tiers with per-Instance rates decreasing as total purchase quantity increases.

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.

- **"Update(s)" or "Software Updates"** means any patch, fix, improvement, enhancement, or change to Mirth Offerings that Company makes commercially available at no additional charge to customers with active Software Maintenance Services. Does not include new modules or extensions offered by Company.
- **“Upgrade(s)"** means a major version change, new release, or other significant change of the Mirth Offerings, as distinguished from an Update, that Company makes available to Client under active Software Maintenance Services. Upgrade eligibility under this definition is limited to the Upgrade itself and does not include any Professional Services, Implementation Services, or Consulting Services associated with installing, configuring, or deploying the Upgrade, which Client may separately purchase under a supplemental Order Form or Statement of Work.
- **"User Materials"** means general-released, available documentation provided by Company relating to generally released versions of Mirth Offerings, including user guides, technical manuals, release notes, installation instructions, online help files, and updates.
- **"Virus"** means viruses, worms, and other malware or malicious code intended to cause computers or systems to fail or function improperly or permit unintended access. License keys and intentional functionality inserted by the licensor are not Viruses.

Proprietary Information of NextGen Healthcare, Inc. © 2026 NXGN Management, LLC. All rights reserved.