

NextGen Research as Care Network Participation Schedule

This NextGen Research as Care Network (“NRCN”) Schedule (this “Schedule”) is incorporated into and made part of the Master Agreement between NextGen Healthcare, Inc. (“Company”) and Client (“Participant,” “You” or “Your”). Capitalized terms not defined herein shall have the meanings set forth in the Master Agreement. This Schedule governs Client’s participation in the NextGen Research as Care Network as set forth in the applicable Order Form.

1. OVERVIEW OF NRCN

Company has established the NextGen Research as Care Network (“NRCN”) to support participation by healthcare providers and practices in independent research sponsored or administered by third-party organizations that provide clinical trial management services and other research-related services in the pharmaceutical and healthcare sectors (each, a “Clinical Research Network Vendor”). Participation in NRCN is voluntary and non-exclusive.

Through NRCN, Company may identify and facilitate connections between Client and Clinical Research Network Vendors conducting multi-site studies, pilot programs, observational studies, registry participation, and other research initiatives (each, an “NRCN Opportunity”). Company may enter into referral, coordination, or administrative arrangements with Clinical Research Network Vendors in connection with NRCN Opportunities. Company does not serve as the research sponsor, principal investigator, contract research organization, or study site, and does not control the conduct of any research study.

2. PARTICIPANT RIGHTS AND OBLIGATIONS

2.1. Participation in NRCN Opportunities. As a Participant in the NRCN, you: (a) agree and authorize Company to disclose relevant practice or institutional-level information to Clinical Research Network Vendors, (b) agree to consider and, where appropriate, participate in NRCN Opportunities offered by Company in collaboration with Clinical Research Network Vendor, (c) acknowledge that participation is voluntary, and that You retain the right to choose which NRCN Opportunities align with Your practice and goals, and (d) understand that You are not required to participate in any specific study and may decline any NRCN Opportunity without penalty or impact to Your standing in the NRCN.

2.2. Communication and Coordination. You agree to designate a primary point of contact to coordinate with Company and each Clinical Research Network Vendor for all NRCN-related communications. You agree to respond to communications from Company in a timely and reasonable manner regarding NRCN Opportunities and ongoing study requirements, and to notify Company of Your acceptance or declination of a NRCN Opportunity within a timeframe that allows for effective coordination with the Clinical Research Network Vendor.

2.3. Collaboration with Company and Clinical Research Network Vendor. You agree to actively collaborate with Company and Clinical Research Network Vendor for any NRCN Opportunities in which You choose to participate. This collaboration includes: (a) maintaining organizational qualifications, licensure, staffing, and operational capabilities necessary to support research engagement when electing to participate, (b) providing data and clinical information as required by the study design and Study-Specific Agreements, (c) engaging in communications, planning, and activities related to the NRCN Opportunities, and (d) cooperating with data collection, monitoring, and reporting requirements as set forth in the Study-Specific Agreements.

2.4. Compliance with Laws and Regulations. You represent and warrant that you are, and will remain, in compliance with all applicable federal, state, and local laws, regulations, and ethical standards, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, and the Health Information Technology for Economic and Clinical Health Act (“HITECH”), other applicable privacy and confidentiality regulations, required Institutional Review Board (“IRB”) approvals (where applicable), and any other regulations relevant to the research studies or programs in which you participate through the NRCN. Participant remains solely responsible for compliance with study-specific regulatory requirements.

2.5. Study Specific Agreement Execution. For each NRCN Opportunity You choose to participate in, You agree to execute a separate Study-Specific Agreement with the relevant Clinical Research Network Vendor. These agreements will govern the specific terms of participation, including but not limited to data handling, compensation, intellectual property rights, and other research-related matters.

2.6. Professional Conduct. As a Participant in the NRCN, you agree: (a) to maintain the highest standards of professional conduct and integrity in Your participation in the NRCN, (b) not to misrepresent Your qualifications, past research experience, or capacity to conduct a study when expressing interest in a NRCN Opportunity, (c) notify Company promptly of any material changes that may affect Your eligibility to participate in research, including disciplinary actions or licensing changes.

3. RECORDKEEPING, DATA SHARING, AND CONFIDENTIALITY

3.1. Sharing of Participant Information with Clinical Research Network Vendor. Participant hereby authorizes Company to disclose relevant practice or institutional-level information to Clinical Research Network Vendor for the limited purpose of evaluating Participant’s suitability for a given NRCN Opportunity. Such information may include location, specialties, EHR

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capabilities, staff qualifications, research infrastructure, prior study participation, and aggregated or de-identified patient population metrics. Such disclosures by Company shall be limited to information necessary to evaluate Participant's suitability for a given NRCN Opportunity.

For purposes of evaluating potential NRCN Opportunities, Company shall not disclose identifiable Protected Health Information to a Clinical Research Network Vendor. Any patient-level data shared at the evaluation stage shall be de-identified in accordance with the Business Associate Agreement ("BAA"), HIPAA, and applicable law. Such disclosures shall be limited to the minimum information reasonably necessary to assess feasibility or suitability. Identifiable PHI, if any, shall only be disclosed to a Clinical Research Network Vendor upon Participant's express written direction and in accordance with Sections 3.2 and 3.4 below and any applicable Study-Specific Agreement.

- 3.2. Protected Health Information; Business Associate Agreement.** To the extent Company receives, accesses, or processes Protected Health Information ("PHI") on behalf of Participant related to its participation in NRCN, such activity shall be governed by the BAA previously executed between the parties, and in accordance with HIPAA. Any use or disclosure of PHI by Company shall be limited to that permitted under the BAA and this Schedule. Both parties shall comply with their respective obligations under the BAA and shall ensure appropriate safeguards are in place to protect PHI from unauthorized access, use, or disclosure.
- 3.3. Re-Identification of PHI.** Participant hereby authorizes Company to re-identify previously de-identified PHI, solely for the purpose of enabling Participant to identify and obtain authorization from individuals who may be eligible to participate in a research study. Such re-identification shall be conducted in compliance with HIPAA and applicable privacy laws and shall be limited to the minimum necessary information required to facilitate Participant's outreach to potential study subjects. Company shall not use or disclose re-identified PHI for any other purpose without Participant's prior written authorization. Participant remains responsible for obtaining all necessary patient authorizations or consents in accordance with HIPAA and applicable IRB requirements.
- 3.4. PHI Disclosure to Research Vendors/Partners.** Following Participant's election to participate in a specific NRCN Opportunity and execution of the applicable Study-Specific Agreement, Company shall not disclose any PHI to a Clinical Research Network Vendor unless all of the following conditions are satisfied:
 - 3.4.1.1. The Participant expressly authorizes such disclosure;
 - 3.4.1.2. The disclosure is permitted under the applicable Study-Specific Agreement;
 - 3.4.1.3. The patient has provided valid written authorization or informed consent, in accordance with HIPAA and any applicable IRB requirements;
 - 3.4.1.4. The disclosure is limited to the minimum necessary information for the research purpose; and
 - 3.4.1.5. The Clinical Research Network Vendor agrees to comply with any applicable privacy, security, and data use restrictions.

Participant shall bear primary responsibility for ensuring that proper patient authorization is obtained prior to any PHI disclosure.

- 3.5. Confidentiality of Proprietary and Study Information.** Participant agrees to maintain the confidentiality of all Confidential Information provided by Company or a Clinical Research Network Vendor in connection with a NRCN Opportunity. Such information may only be used by Participant for purposes of evaluating or conducting the applicable study, and shall not be disclosed to any third party without the prior written consent of the disclosing party, unless required by law. This obligation shall survive termination of this Agreement. For purposes of this section, "Confidential Information" shall mean any and all non-public, proprietary, or sensitive information, data, materials, or documentation disclosed by Company or a Clinical Research Network Vendor to the Participant in connection with participation in the NRCN, whether disclosed orally, in writing, electronically, or through observation. Confidential Information includes, but is not limited to: research protocols, clinical trial data, business plans, strategies, operational procedures, financial information, technical data, software, and trade secrets.
- 4. NATURE OF SERVICES.** Participant shall not be required to pay any fee, dues, or other charges to Company for participation in the NRCN or for being considered for referral to NRCN Opportunities. Company's facilitation of Participant's involvement in the NRCN shall be provided without cost to Participant, and no portion of any compensation related to a specific study shall be payable to Company unless otherwise agreed in writing. Participant acknowledges and agrees that Company shall have no obligation to provide, and shall not provide, any direct compensation, stipend, reimbursement, or other form of payment to Participant in connection with its membership in the NRCN or its consideration for or participation in any NRCN Opportunity. All financial arrangements related to individual research studies shall be addressed solely in accordance with the applicable Study-Specific Agreement. Any financial arrangements related to a specific NRCN Opportunity—including compensation for research activities, subject recruitment, data submission, or administrative time—shall be set forth in the applicable Study-Specific Agreement between Participant and the Clinical Research Network Vendor. Company is not a party to, nor responsible for, the financial terms or obligations of such agreements unless explicitly stated.

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5. **LIMITED MARKETING RIGHTS.** During the Service Term, Company may identify Client as a participant in NRCN in Company's marketing materials and network directories, limited to Client's name and logo (if provided). Client may revoke these marketing rights upon thirty (30) days' written notice.
6. **SCHEDULE UPDATES.** Company may update this Schedule from time to time by posting a revised version on Company's website. The version of the Schedule posted on Company's website shall constitute the controlling version. Client's continued participation in NRCN following the posting of an updated Schedule shall constitute acceptance of such updated Schedule.
7. **TERM AND TERMINATION.**
 - 7.1. **Service Term.** The Service Term for NRCN participation shall commence on the Effective Date of the applicable Order Form and continue for the period stated therein. Renewal and termination shall be governed by the Master Agreement and applicable Order Form.
 - 7.2. **Effect of Termination.** Upon termination of this Agreement, each party shall return or destroy any confidential information received from the other party, except to the extent that retention is required by law or necessary to complete obligations under an ongoing study. Termination or expiration of this Agreement shall not affect the rights or obligations of either party under any Study-Specific Agreement that remains in effect beyond the termination of this Agreement. Participant may continue to participate in any NRCN Opportunity already in progress at the time of termination, subject to the terms of the applicable Study-Specific Agreement and acceptance by the Clinical Research Network Vendor.