

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”). Company may also make available to Participant a third-party technology platform that provides patient eligibility assessment, site-readiness capabilities, patient-matching functionality, and related research-enablement workflows and, at Participant’s direction, may facilitate connections between Participant and Clinical Research Network Vendors (the “Trial Enablement Platform”). 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.

Participation in certain NRCN Opportunities may require Participant to maintain an active subscription to Health Quality Measures (“HQM”), as specified by Company for the applicable NRCN Opportunity. If Participant does not currently subscribe to HQM, HQM shall be included on the applicable Order Form and Participant’s use of HQM shall be governed by the applicable HQM Schedule and the Master Agreement.

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 reasonably necessary to evaluate Participant’s suitability for an NRCN Opportunity to Clinical Research Network Vendors and the Trial Enablement Platform, (b) agree to consider and, where appropriate, participate in NRCN Opportunities offered by Company in collaboration with the applicable 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. Participant further acknowledges that participation in certain NRCN Opportunities is contingent upon maintaining an active subscription to HQM where required by Company for the applicable NRCN Opportunity.

2.2. Communication and Coordination. You agree to designate a primary point of contact to coordinate with Company, the Trial Enablement Platform, and each applicable 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, Trial Enablement Platform, and Clinical Research Network Vendor. You agree to actively collaborate with Company, the Trial Enablement Platform, and the applicable 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) authorizing appropriate data access or providing information reasonably necessary for feasibility assessment, patient matching, or participation in an NRCN Opportunity, subject to the BAA, this Schedule, applicable API program terms, and applicable law, (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. If You elect to participate in a specific research study through an NRCN Opportunity, You agree to execute a separate Study-Specific Agreement with the applicable Clinical Research Network Vendor or other

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party responsible for administering the applicable study before commencing study-specific research activities. These applicable Study-Specific Agreements will govern the specific terms of participation, including but not limited to data handling, compensation, intellectual property rights, and other research-related matters. A Study-Specific Agreement is not required solely for feasibility assessment, patient matching, or Participant-authorized API access occurring before You elect to participate in a specific study.

- 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.** 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 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.

In addition to the practice and institutional information described above, Participant authorizes Company to disclose the limited identifiable information described in Section 3.3 solely to the Trial Enablement Platform for patient-matching purposes. Except for that limited information, Company shall not directly disclose patient-level PHI to the Trial Enablement Platform or any Clinical Research Network Vendor during the evaluation or matching stage unless separately directed or authorized by Participant in writing and permitted under applicable law.

- 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. Participant acknowledges that the disclosures and API access expressly authorized under Sections 3.3 through 3.5 constitute activities performed at Participant's direction for purposes of the BAA. For clarity, Participant's authorization for disclosure to or access by the Trial Enablement Platform does not, by itself, authorize Company or the Trial Enablement Platform to disclose PHI to a Clinical Research Network Vendor.

- 3.3. Limited Identifiable Information for Patient Matching.** Participant hereby directs and authorizes Company to disclose to the Trial Enablement Platform limited identifiable information concerning patients included in previously provided de-identified data for the purpose of enabling the Trial Enablement Platform to identify potentially eligible patients and perform trial-matching activities on behalf of Participant. Such information shall be limited to information reasonably necessary to link a patient with the applicable Participant, and may include site names, patient names, and other identifiers reasonably necessary to associate a patient with the applicable Participant and site. The Trial Enablement Platform may use the limited identifiable information solely to support patient matching and related workflows for Participant and shall not disclose patient names or other PHI to a Clinical Research Network Vendor except as separately directed or authorized by Participant and permitted under applicable law.

Company will not use such information to independently determine patient eligibility for a study, contact patients, or make decisions regarding patient participation. Participant remains solely responsible for determining whether and how to contact potentially eligible patients and for obtaining any authorization, consent, or other approval required before a patient participates in a research study.

- 3.4. Disclosure of PHI to Clinical Research Network Vendor.** The authorization provided under Section 3.3 is limited to disclosure of the specified information to the Trial Enablement Platform and does not authorize Company or the Trial Enablement Platform to disclose patient names or other PHI to a Clinical Research Network Vendor. Company shall not disclose PHI directly to a Clinical Research Network Vendor under this Schedule unless separately directed or authorized by Participant in writing and permitted under the BAA and applicable law. The Trial Enablement Platform shall not disclose PHI to a Clinical Research Network Vendor except as separately authorized by Participant and permitted under applicable law.

Participant remains responsible for determining whether any patient authorization, informed consent, IRB approval, waiver, or other permission is required before PHI is disclosed to a Clinical Research Network Vendor or used in connection with a specific NRCN Opportunity, and for obtaining such permission when required. Any use or disclosure of PHI in connection with a particular research study, including any disclosure to a Clinical Research Network Vendor and any patient outreach or enrollment activity,

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shall be governed by applicable law and any required patient authorization, informed consent, IRB approval, waiver, or Study-Specific Agreement.

- 3.5. API Integration with the Trial Enablement Platform.** Participant may separately authorize the Trial Enablement Platform to access patient information maintained in Participant's systems through an API integration supported by Company's API program. The API integration may be used by the Trial Enablement Platform to obtain patient and practice-specific information for feasibility assessment, patient matching, and identification of patients whom Participant may elect to approach regarding an NRCN Opportunity.

Each API integration shall be:

- 3.5.1.1. separately enabled and authorized by Participant;
- 3.5.1.2. subject to the then-current NextGen API Program terms applicable to the integration;
- 3.5.1.3. limited to the data and access authorized by Participant; and
- 3.5.1.4. used in accordance with applicable law and any applicable API program terms, and any applicable agreement governing Participant's access to our use of the Trial Enablement Platform.

Information accessed by the Trial Enablement Platform through an API integration is made available at Participant's direction and pursuant to Participant's authorization and shall not be treated as an independent Company-initiated disclosure. Participant retains discretion to authorize, limit, disable, or revoke the integration, subject to applicable API program terms.

Execution of a Study-Specific Agreement is not a prerequisite to enabling an API integration for feasibility assessment or patient-matching activities. Once Participant elects to participate in a specific NRCN Opportunity, any study-specific access to, use of, or disclosure of PHI shall also be governed by the applicable Study-Specific Agreement and any required patient authorization, informed consent, IRB approval, or waiver.

Any API access by a Clinical Research Network Vendor other than the Trial Enablement Platform must be separately authorized by Participant and shall be governed by the applicable API program terms, Study-Specific Agreement, and applicable law.

- 3.6. Confidentiality of Proprietary and Study Information.** Participant agrees to maintain the confidentiality of all Confidential Information provided by Company, the Trial Enablement Platform, 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, the Trial Enablement Platform, 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. Company may facilitate Participant's access to the Trial Enablement Platform in connection with Participant's participation in NRCN, subject to this Schedule, the applicable Order Form, and any applicable access or use terms.

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. The Trial Enablement Platform's provision of patient-matching, site-readiness, or related trial-enablement functionality does not, by itself, create any study-specific financial obligation between Participant and the Trial Enablement Platform.

- 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.

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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 Schedule, Company may discontinue Participant's access to the Trial Enablement Platform and disable any API integration enabled under this Schedule. Termination or expiration will not affect any rights or obligations under a Study-Specific Agreement that remains in effect, and Participant may continue to participate in an NRCN Opportunity already in progress, subject to the applicable Study-Specific Agreement and acceptance by the applicable Clinical Research Network Vendor.

To the extent necessary to support an ongoing NRCN Opportunity, Company and Participant may agree in writing to continue access to the Trial Enablement Platform or an applicable API integration during a limited transition period, subject to the applicable Study-Specific Agreement, API program terms, and applicable law. Upon expiration of any authorized transition period, such access and integration will be discontinued.

Each party shall return or destroy Confidential Information received from the other party, except to the extent retention is required by applicable law or reasonably necessary to complete obligations under an ongoing Study-Specific Agreement.