

NextGen Healthcare Interoperability Services Terms of Service Carequality Connection Service and QHIN Integration Service (TEFCA)

The interoperability services, integrations, frameworks, directories, workflows, and related functionality made available by NextGen Healthcare, Inc. ("NextGen Healthcare") are provided to Client under the terms of these Terms of Service and any amendments, operating rules, implementation requirements, or policies thereto that may be published from time to time by NextGen Healthcare (collectively, this "TOS").

This TOS supplements the Master Agreement, Software License and Services Agreement, or other written agreement between Client and NextGen Healthcare governing Client's use of NextGen Healthcare products and services (the "Agreement"). To the extent of any conflict between this TOS, the Agreement, or any other previously executed or agreed terms between the parties as they relate to the Services, this TOS governs with respect to the Services and the service-specific operational, technical, interoperability, privacy, security, directory, compliance, support, suspension, termination, and use requirements applicable to them, and the Agreement governs as to all other matters except to the extent this TOS expressly addresses a topic for the Services.

Please read this TOS carefully. By executing this TOS, the individual doing so represents and affirms that he, she, or they is authorized to accept this TOS on behalf of Client and its Authorized Users, that Client has reviewed this TOS before using the Interoperability Services, and that Client has completed any internal privacy, security, compliance, or operational review needed to enable the applicable functionality made available under the Interoperability Services. If Client does not agree to this TOS, Client must not access or use the Interoperability Services. NextGen Healthcare may require manual or written execution of this TOS and any applicable addendum, exhibit, or other participation documentation as a condition to enabling particular interoperability functionality, including functionality involving the QHIN Integration Service.

1. Definitions

"Authorized Users" means Client's workforce members and contractors whom Client authorizes to access or use the applicable Services on Client's behalf.

"Carequality Connection Service" means the interoperability service made available by NextGen Healthcare through NextGen Share to support Client's participation in the Carequality Framework and, where offered as part of that service, related record location and exchange functionality.

"Carequality Connection Terms" means Exhibit 2 to this TOS, which contains, or expressly incorporates by reference through an attached or hyperlinked separate document, the Carequality terms applicable to Client's use of the Carequality Connection Service.

"Carequality Framework" means the policies, implementation guides, technical specifications, and related requirements adopted by Carequality, including the Carequality Connection Terms.

"Exchange Data" means individually identifiable health information and other data exchanged, queried, retrieved, received, disclosed, or made available through the Services.

"Kno2" means the third-party interoperability provider through which NextGen Healthcare may make available the QHIN Integration Service.

"Permitted Purposes" means the purposes or use cases permitted under the applicable framework requirements for enabled functionality, including permitted Carequality use cases and TEFCA Exchange Purposes, in each case to the extent applicable.

"QHIN Integration Service" means the interoperability service that, if made available by NextGen Healthcare and enabled by Client, supports Client's participation in the Trusted Exchange Framework and Common Agreement ("TEFCA") through Kno2 as a Designated Qualified Health Information Network or successor designation.

"Services" means the interoperability services, features, interfaces, directories, portals, workflows, and related functionality made available by NextGen Healthcare under this TOS, including, as made available by NextGen Healthcare from time to

time, functionality associated with the Carequality Connection Service, the QHIN Integration Service, and other related interoperability capabilities.

“TEFCA Participation Terms” means Exhibit 1 to this TOS, which contains, or expressly incorporates by reference through an attached or hyperlinked separate document, the TEFCA-required flow-down provisions applicable to Client’s use of the QHIN Integration Service.

Capitalized terms not defined herein have the meanings assigned in the Agreement or, with respect to enabled functionality, in the applicable framework documentation governing that Service.

2. Service Overview

2.1 Interoperability Services

The Services enable Client to participate in national interoperability frameworks through integrations provided by NextGen Healthcare. The Services may include functionality associated with the Carequality Connection Service, the QHIN Integration Service, or both, together with related interoperability features and workflows, in each case as made available by NextGen Healthcare from time to time. Certain functionality may be made available on a phased, pilot, limited, conditional, or additional-fee basis.

2.2 Scope of Participation; Availability of Functionality

Client’s execution of this TOS permits Client to subscribe to and use the Services generally, but does not guarantee the availability, activation, or continued availability of any particular interoperability framework, feature, workflow, or functionality. NextGen Healthcare may, in its discretion and subject to applicable technical, operational, legal, commercial, accreditation, governance, and third-party requirements, make available to Client functionality associated with the Carequality Connection Service, the QHIN Integration Service, or both.

The framework-specific requirements applicable to a particular interoperability component or functionality apply only to Client’s use of that component or functionality once NextGen Healthcare has made it available to Client and any applicable onboarding, activation, enablement, and execution requirements have been satisfied. Accordingly, the Carequality Framework applies only to Client’s use of functionality associated with the Carequality Connection Service. Functionality associated with the QHIN Integration Service is subject to the TEFCA-related terms set forth in the TEFCA Participation Terms attached to and incorporated into this TOS as Exhibit 1, together with the Kno2 Subparticipant Terms of Participation, the TEFCA Common Agreement, the QHIN Technical Framework, applicable standard operating procedures, and other governance or technical requirements applicable to the QHIN Integration Service.

Client acknowledges that certain functionality, including functionality involving TEFCA participation, may not be generally available at all times and may be made available, modified, suspended, replaced, or discontinued by NextGen Healthcare in its discretion. Availability may depend on third-party network participation, readiness, accreditation, governance requirements, product direction, and other matters outside NextGen Healthcare’s reasonable control. Any Carequality or TEFCA-required flow-down provisions required to be binding on Client must be set forth in a written addendum, exhibit, or separate participation document, and Client must agree to comply with such terms in writing.

3. Enrollment, Activation, and Technical Requirements

Client is responsible for: (a) maintaining the internet connectivity, systems, equipment, and technical environment needed to access and use the Services; (b) meeting the minimum technical, version, compatibility, implementation, and workflow requirements communicated by NextGen Healthcare; (c) completing installation, onboarding, identity verification, certificate enrollment, certificate revalidation, and other setup steps required by NextGen Healthcare, Kno2, Carequality, any applicable registration authority or certificate authority, or applicable law; (d) designating appropriate administrators and Authorized Users for setup, administration, and use of the applicable Service; and (e) providing and maintaining true, accurate, current, and complete registration, organizational, endpoint, directory, and configuration information reasonably required to establish, maintain, support, and secure the applicable Service. If Client provides information that is or becomes inaccurate, incomplete, or outdated, NextGen Healthcare may suspend, limit, delay, or withhold activation of the affected Service until the issue is resolved.

4. Client Responsibilities and Acceptable Use

4.1 General Responsibilities

Client will use the Services only for lawful, authorized, and appropriate healthcare, administrative, interoperability, and operational purposes and in compliance with applicable law, the Agreement, this TOS, and any applicable Service documentation, operating rules, or framework requirements.

Client remains responsible for: (a) determining whether and how Client may lawfully use each Service; (b) obtaining and maintaining any patient consents, notices, authorizations, or internal approvals required for Client's use of a Service, including any updates to Client's Notice of Privacy Practices or internal policies that may be required for the applicable Service; (c) verifying the accuracy, completeness, and appropriateness of information sent, received, matched, located, queried, retrieved, or displayed through the Services before relying on such information; (d) using professional judgment and internal procedures in connection with patient care, treatment, care coordination, payment, health care operations, record location, record retrieval, and related workflows; (e) maintaining copies of communications, reports, exchanged records, and other materials as required by law or Client's record retention obligations; and (f) complying with 42 CFR Part 2 confidentiality restrictions applicable to substance use disorder records, which may impose obligations more restrictive than HIPAA.

4.2 Authorized Users and Credentials

Client is responsible for all activity occurring under Client's accounts, credentials, endpoints, directories, and workflow configurations. Client will limit access to Authorized Users on a need-to-know basis, will maintain the confidentiality of credentials, and will promptly deactivate or update access when an Authorized User's role changes or ends. Client will not share credentials except through access methods expressly authorized by NextGen Healthcare. Client will promptly notify NextGen Healthcare of any actual or suspected unauthorized use of Client's accounts, credentials, or endpoints, or any other security incident affecting the Services.

4.3 Prohibited Use

Client will not: (a) use the Services for unlawful, fraudulent, harassing, defamatory, obscene, infringing, or otherwise improper purposes; (b) interfere with or disrupt the Services or any network or system used to provide them; (c) attempt to bypass security controls or use the Services to gain unauthorized access to data, systems, or accounts; (d) install software or packages on the platform or otherwise modify the platform environment except as expressly authorized by NextGen Healthcare; (e) use the Services to create or compile competing products or services or to support impermissible surveillance, marketing, or unrelated data monetization activities; or (f) resell, sublicense, lease, or commercially distribute the Services or access to them except as expressly authorized in writing by NextGen Healthcare.

4.4 No Emergency Use

The Services are not intended for use as emergency communications services or for time-critical communications where delay, transmission failure, or system unavailability could reasonably be expected to result in injury or death. Client will not rely on the Services for emergency communications.

5. Carequality Connection Service Terms

Client's use of the Carequality Connection Service is subject to this TOS, the Carequality Connection Terms (Exhibit 2), and the Carequality Framework. Client agrees to the following requirements with respect to enabled functionality:

5.1 Permitted Use and Role-Based Access

Client will use the Carequality Connection Service solely for the Permitted Purposes and use cases authorized under the Carequality Framework and applicable law. Client will use the Carequality Connection Service only in accordance with the roles, permissions, and implementation requirements applicable to Client's enabled functionality, including any applicable requestor, responder, routing, discovery, or record retrieval roles. Client will not access, use, or disclose Exchange Data through the Carequality Connection Service except as permitted under the Carequality Framework and applicable law.

5.2 Non-Discrimination and Business Rules

Client will not unreasonably limit interoperability or exchange through the Carequality Connection Service, will not impose unreasonable barriers to participation or response, and will not apply policies or practices that discriminate against other participants in a manner inconsistent with the Carequality Framework. To the extent Client maintains internal policies, restrictions, or business rules governing the sharing of information, Client will apply such rules consistently and in a manner that does not unreasonably limit exchange or otherwise violate the Carequality Framework.

5.3 Downstream Binding and Responsibility

Client will ensure that each affiliate, contractor, vendor, service provider, Authorized User, and other third party that accesses, uses, supports, receives data from, or otherwise participates in the Carequality Connection Service by or through Client is legally bound to comply with obligations that are no less protective than the applicable requirements of this TOS and the Carequality Connection Terms, and the Carequality Framework, whether by written agreement, enforceable policy, or other legally binding mechanism. Client remains responsible for all acts and omissions of such persons and entities relating to the Carequality Connection Service.

5.4 Adverse Security Events

Client will promptly notify NextGen Healthcare of any actual or suspected adverse security event, breach, unauthorized use, or unauthorized disclosure relating to the Carequality Connection Service and will provide sufficient information and cooperation to enable investigation, mitigation, notice, and compliance activities to the extent required under applicable law or the Carequality Framework.

5.5 Directory, Endpoint, and Data Integrity

To the extent the Carequality Connection Service relies on directory, endpoint, organizational identity, provider identity, or related connection information, Client represents that the information it provides or approves for use in connection with the Service is accurate, current, complete, and not misleading. Client will promptly review and update such information upon any material change and will cooperate with NextGen Healthcare to avoid duplicate, stale, invalid, or conflicting entries or endpoint information. Client acknowledges that directory and participant information may originate from multiple sources and may not always be complete or current, and Client is responsible for verifying such information before relying on it.

5.6 Prohibited Data Uses

Client will not use Exchange Data obtained through the Carequality Connection Service to create, aggregate, or derive data sets for competitive, commercial, benchmarking, or unrelated product-development purposes, except to the extent expressly permitted by the Carequality Framework or applicable law. Client will not sell, resell, republish, scrape, or otherwise commercially exploit Exchange Data, directory data, endpoint data, or access to the Carequality Connection Service.

5.7 Cooperation and Dispute Resolution

Client will reasonably cooperate with NextGen Healthcare, Carequality, and other participants in connection with interoperability issues, validation requests, exchange investigations, and the resolution of operational or compliance matters. Client will use commercially reasonable efforts to resolve disputes informally where appropriate and will participate in any applicable Carequality complaint, review, or dispute resolution process to the extent required by the Carequality Framework or reasonably requested by NextGen Healthcare.

6. QHIN Integration Service Terms

Client's use of the QHIN Integration Service is subject to this TOS, the TEFCA Participation Terms (Exhibit 1), and applicable TEFCA framework documents and requirements. Client will execute any additional participation documentation required to enable the QHIN Integration Service and agrees to the following requirements with respect to enabled TEFCA functionality:

6.1 Permitted Use

Client will use Exchange Data obtained through the QHIN Integration Service only for authorized Exchange Purposes and other uses permitted under TEFCA and applicable law. Client acknowledges that the QHIN Integration Service is subject to information blocking restrictions under 42 U.S.C. § 300jj-52 and implementing regulations (45 CFR Part 171). Client will not use or disclose TEFCA Exchange Data for competitive, commercial, discriminatory, or other unauthorized purposes, and will not take actions that would constitute information blocking, including but not limited to unreasonably impeding exchange, imposing unreasonable fees or delay, or discriminating in exchange. Client will comply with all permitted practices exceptions applicable to its role as a TEFCA participant.

6.2 Downstream Compliance

Client will ensure that each affiliate, contractor, vendor, service provider, Authorized User, and other third party that accesses, uses, supports, receives data from, or otherwise participates in the QHIN Integration Service by or through Client is legally bound to comply with obligations that are no less protective than the applicable requirements of this TOS, the TEFCA Participation Terms, and the TEFCA-related documentation governing the QHIN Integration Service. Client remains responsible for all acts and omissions of such persons and entities relating to the QHIN Integration Service.

6.3 Security Incidents and Framework Reporting

Client will promptly notify NextGen Healthcare of any actual or suspected Security Incident, breach, unauthorized use, or unauthorized disclosure relating to the QHIN Integration Service and will provide such information and cooperation as may be reasonably requested by NextGen Healthcare, Kno2, the Recognized Coordinating Entity, or other governing authorities to assess impact, support mitigation, and satisfy applicable reporting obligations.

6.4 Cooperation

Client will reasonably cooperate with NextGen Healthcare, Kno2, the Recognized Coordinating Entity, and other framework participants in matters relating to exchange operations, onboarding, testing, compliance, security, and dispute or incident resolution, in each case to the extent applicable to Client's enabled TEFCA participation.

7. Data Use, Privacy, Security, and Storage

7.1 Service Data and Operational Data

Client acknowledges that the Services may collect and use limited system, configuration, organization, provider, device, connectivity, product version, operational, and support data reasonably necessary to install, configure, authenticate, provide, secure, support, maintain, monitor, troubleshoot, and improve the Services and to comply with applicable legal and framework requirements.

7.2 Use of Client Data

As between the parties, Client retains rights in Client's data. Client grants NextGen Healthcare the rights necessary to host, access, copy, use, transmit, disclose, format, translate, and create technical derivative works of Client's data solely as needed to provide, support, secure, maintain, monitor, troubleshoot, improve, and comply with legal and framework requirements applicable to the Services, including de-identified analytics and performance monitoring.

7.3 Privacy and Security

Client will maintain appropriate administrative, technical, and physical safeguards consistent with HIPAA, other applicable law, and the requirements applicable to enabled functionality. NextGen Healthcare does not routinely review the substance of Client communications or Exchange Data except as reasonably necessary to provide or support the Services, respond to Client requests, maintain security, investigate incidents, comply with law or legal process, enforce this TOS or the Agreement, or protect the rights, property, or safety of NextGen Healthcare, Client, or others. Client acknowledges and agrees that NextGen Healthcare does not endorse communications or content transmitted through the Services and is not responsible for unlawful, harassing, defamatory, infringing, inaccurate, or otherwise objectionable content transmitted by Client or third parties.

7.4 Client Privacy Obligations

Client remains responsible for its own privacy notices, Business Associate Agreement obligations, consent processes, minimum necessary determinations, and legal authority for its use and disclosure of data through the Services. Client will comply with all patient rights, opt-out rights, consent requirements, and sensitive-data restrictions applicable to Client's use of enabled functionality under applicable law and the governing framework requirements for that Service.

7.5 Storage and Retention

NextGen Healthcare may establish reasonable limits and operational practices regarding message size, storage, retention, archival, and deletion for the Services. Client should not rely on the Services as Client's sole repository for records or messages and is responsible for retaining records as required by law or Client policy. NextGen Healthcare has no obligation to store, retain, or make available any message or data beyond the applicable retention settings, archival practices, and operational limits for the Services. Subject to the Agreement and applicable law, NextGen Healthcare is not responsible for the failure to store, retain, archive, or make accessible any message or data to the extent resulting from Client actions or settings, recipient systems, third-party systems or networks, Service modification or discontinuance, or circumstances outside of NextGen Healthcare's reasonable control.

8. Fees

Unless otherwise stated in an applicable ordering document, order form, pricing schedule, services description, or written notice from NextGen Healthcare, the core interoperability Services (including the ability to connect to Carequality and QHIN networks and exchange information) are provided without additional license, maintenance, or transaction fees, provided that Client meets the applicable technical requirements. For clarity, for hosted Clients, hosting and data storage costs of storing messages and documents imported via Carequality or TEFCA are separate from the core interoperability Services and are not included hereunder.

Additional interfaces, add-on functionality, transaction-based services, optional services, or future services may be subject to fees. NextGen Healthcare may introduce fees for optional or additional Services or functionality upon reasonable prior notice.

9. Changes to the Services and this TOS

NextGen Healthcare may update the Services, this TOS, or related operating rules, implementation requirements, framework mappings, or policies from time to time. NextGen Healthcare will provide notice of material TOS changes by service notification, portal notice, email, support center notice, or other reasonable means. Unless a later date is stated, changes become effective on the date of notice; provided, however, that for any TOS changes that materially alter privacy, security, or HIPAA obligations, NextGen Healthcare will provide at least sixty (60) days' advance notice. Client's continued use of the affected Service after the effective date constitutes acceptance of the updated TOS. If Client does not agree to a material change and the Agreement does not otherwise govern the issue, Client must stop using the affected Service. NextGen Healthcare may modify, suspend, or discontinue a Service or Service feature, temporarily or permanently, as needed for security, legal, accreditation, operational, support, third-party dependency, or product reasons; where practicable, NextGen Healthcare will provide advance notice of material planned discontinuances. NextGen Healthcare will not be liable for any modification, suspension, discontinuance, or resulting loss of data, functionality, or access, except to the extent liability cannot be limited under the Agreement or applicable law. Subject to the Agreement, NextGen Healthcare will not be responsible for unavailability, loss of functionality, or loss of access resulting from such changes, suspensions, or discontinuances.

10. Suspension, Termination, and Effect of Termination

10.1 Suspension

NextGen Healthcare may suspend or limit access to any Service immediately, with or without prior notice, if reasonably necessary to address a security issue, unauthorized access, unlawful use, failure of identity verification, certificate revocation, inaccurate or non-compliant directory or configuration information, violation of this TOS or the Agreement, risk to the Services or other users, or compliance with applicable law or framework requirements. Where practicable and appropriate, NextGen Healthcare will provide notice and an opportunity to cure, but NextGen Healthcare has no

obligation to do so before taking immediate action reasonably necessary to protect the Services or comply with legal, accreditation, or framework requirements.

10.2 Termination

Use of the Services may terminate upon termination or expiration of the Agreement, or as otherwise provided in the Agreement. In addition, NextGen Healthcare may terminate or disable any Service, account, certificate, endpoint, portal access, or workflow if Client materially violates this TOS, the Agreement, or applicable framework requirements, or if continued provision would create a security, legal, accreditation, or operational risk. Client may discontinue its use of an enabled functionality on thirty (30) days' prior written notice unless otherwise agreed for a specific offering. Termination rights for a distinct offering or optional Service may be stated in the applicable service documentation or ordering document.

10.3 Effect of Termination

Upon suspension or termination, Client's access to the affected Service may end immediately. NextGen Healthcare may deactivate certificates, suppress or remove directory or endpoint information, deactivate accounts, bar further access to affected files or workflows, and discontinue applicable workflows as reasonably necessary. NextGen Healthcare will retain Exchange Data in accordance with NextGen Healthcare's standard retention schedule and applicable law. Following suspension or termination, NextGen Healthcare may delete service messages and queued transmissions, subject to: (a) applicable law and retention obligations under HIPAA, the HITECH Act, TEFCA, the Carequality Framework, or other regulatory requirements; (b) the Agreement; and (c) NextGen Healthcare's standard backup and archival processes.

11. Intellectual Property and No Resale

Subject to Client's compliance with the Agreement and this TOS, NextGen Healthcare grants Client a limited, non-exclusive, non-transferable, non-sublicensable right during the applicable term to access and use the Services solely for Client's internal business operations and patient care-related, administrative, compliance, and interoperability purposes as permitted by the Agreement and this TOS. The Services, including the software, platform, documentation, workflows, interfaces, designs, and related materials made available by NextGen Healthcare, are owned by or licensed to NextGen Healthcare and are protected by intellectual property and other laws. Except for the limited rights granted under the Agreement and this TOS, no rights are granted to Client. Client will not reproduce, distribute, create derivative works from, reverse engineer, or commercially exploit the Services except as expressly permitted by applicable law or authorized in writing by NextGen Healthcare. Client may not resell or otherwise commercially distribute the Services or access to them.

12. Medical Judgment and Third-Party Dependencies

Client's use of information and content made available through the Services is at Client's own risk. The Services facilitate transmission, routing, discovery, matching, retrieval, and reporting of data, but they do not make clinical, medical, legal, public health, credentialing, or other professional decisions for Client. The Services are not a substitute for Client's professional judgment, policies, workflows, credentialing processes, or compliance obligations. Client is solely responsible for diagnoses, treatment, care decisions, patient matching confirmation, referral decisions, public health reporting decisions, verification of recipient identity and appropriateness, and other operational decisions made using or in connection with the Services. NextGen Healthcare is not responsible for determining whether any provider, organization, personnel, or other participant using the Services has the licenses, privileges, authority, or credentials required for the services they render or the communications they send or receive. The Services may interact with or provide links to third-party systems, websites, networks, public health services, directories, payer systems, and other resources not controlled by NextGen Healthcare. NextGen Healthcare does not endorse and is not responsible for the availability, acts, omissions, content, products, services, policies, or performance of third-party systems or resources not controlled by NextGen Healthcare.

13. Relationship to the Agreement; General

13.1 Agreement Terms Incorporated

Except as specifically supplemented or modified by Sections 13.2 and 13.3 below, the Agreement governs the parties' general legal and commercial relationship, including payment terms, indemnification, governing law, dispute resolution, notices, intellectual property protection, limitation periods, and other general legal protections. For the avoidance of

doubt, the Agreement's provisions addressing indemnification, disclaimers of warranties, limitations of liability, governing law, dispute resolution, notices, intellectual property protection, and limitation periods are incorporated into and apply to all Services provided under this TOS, including no-fee Services and framework-enabled interoperability functionality.

13.2 Additional Service-Specific Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THE AGREEMENT OR THIS TOS, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEXTGEN HEALTHCARE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NEXTGEN HEALTHCARE DOES NOT WARRANT THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, AVAILABLE, ERROR-FREE, OR FREE FROM LOSS, CORRUPTION, INTERCEPTION, OR DELAY. NEXTGEN HEALTHCARE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, RELIABILITY, OR CONTINUED AVAILABILITY OF ANY MESSAGE, ATTACHMENT, DIRECTORY DATA, MATCH RESULT, QUERY RESULT, RECORD RETRIEVAL, EXCHANGE RESPONSE, REPORT, OR OTHER INFORMATION SENT, RECEIVED, DISPLAYED, ROUTED, MATCHED, LOCATED, OR MADE AVAILABLE THROUGH THE SERVICES, INCLUDING WHERE SUCH INFORMATION DEPENDS ON CLIENT DATA, THIRD-PARTY DATA, THIRD-PARTY SYSTEMS, INTERNET CONNECTIVITY, CERTIFICATE STATUS, TRUST FRAMEWORK REQUIREMENTS, DIRECTORY ACCURACY, OR RECIPIENT-SIDE CONFIGURATION OR AVAILABILITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEXTGEN HEALTHCARE OR THROUGH THE SERVICES CREATES ANY WARRANTY NOT EXPRESSLY SET FORTH IN THE AGREEMENT OR THIS TOS. CLIENT REMAINS SOLELY RESPONSIBLE FOR VERIFYING THE ACCURACY AND APPROPRIATENESS OF INFORMATION OBTAINED THROUGH THE SERVICES AND FOR MAINTAINING ITS OWN RECORDS, BACKUPS, AND RETENTION COPIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CLIENT.

13.3 Additional Service-Specific Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEXTGEN HEALTHCARE AND ITS LICENSORS, SUPPLIERS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITY, GOODWILL, USE, DATA, OR ANTICIPATED SAVINGS, ARISING OUT OF OR RELATING TO THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, AND SUBJECT TO ANY LIABILITY THAT THE AGREEMENT EXPRESSLY PROVIDES CANNOT BE LIMITED OR EXCLUDED, NEXTGEN HEALTHCARE WILL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING FROM OR RELATING TO: (A) DELAY, NON-DELIVERY, REJECTION, QUARANTINE, MISDIRECTION, INTERCEPTION, ALTERATION, LOSS, OR CORRUPTION OF ANY MESSAGE, ATTACHMENT, DIRECTORY RECORD, QUERY RESULT, MATCH RESULT, RECORD RETRIEVAL, EXCHANGE RESPONSE, REPORT, OR OTHER DATA; (B) ANY MODIFICATION, SUSPENSION, OR DISCONTINUANCE OF ANY SERVICE OR FEATURE; (C) ANY FAILURE TO STORE, RETAIN, ARCHIVE, OR MAKE AVAILABLE ANY MESSAGE OR DATA; OR (D) THE ACTS, OMISSIONS, SYSTEMS, NETWORKS, FILTERS, SECURITY CONTROLS, OR AVAILABILITY OF ANY THIRD PARTY, INCLUDING INTERNET SERVICE PROVIDERS, CERTIFICATE AUTHORITIES, REGISTRATION AUTHORITIES, KNO2, CAREQUALITY, THE RECOGNIZED COORDINATING ENTITY, RECIPIENT SYSTEMS, OR OTHER EXTERNAL ENTITIES. EXCEPT TO THE EXTENT THE AGREEMENT EXPRESSLY STATES A DIFFERENT LIMITATION THAT APPLIES NOTWITHSTANDING THIS TOS, NEXTGEN HEALTHCARE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES WILL REMAIN SUBJECT TO THE LIABILITY CAP SET FORTH IN THE AGREEMENT; PROVIDED, HOWEVER, THAT IF THE AGREEMENT'S CAP IS CALCULATED BY REFERENCE TO FEES PAID FOR THE AFFECTED SERVICES, NO-FEE SERVICES PROVIDED UNDER THIS TOS WILL NOT BE DEEMED TO INCREASE THAT CAP.

13.4 No Additional Client Terms

Client may not modify this TOS through a purchase order, click-through, email, ticket, or other Client-provided terms, and any such additional or inconsistent terms are void unless expressly agreed in writing by an authorized representative of NextGen Healthcare.

13.5 Notices

Unless the Agreement provides otherwise, notices relating to this TOS may be given by email, portal notice, service notification, support case communication, or other reasonable written means.

13.6 Severability and Waiver

If any provision of this TOS is held unenforceable, the remaining provisions will remain in effect to the maximum extent permitted by law. A failure to enforce any provision of this TOS is not a waiver of future enforcement.

13.7 Survival

Sections addressing confidentiality, permitted use, privacy and security obligations, intellectual property, disclaimers, limitations of liability, payment obligations, and other provisions that by their nature should survive will survive any suspension, termination, or expiration of this TOS or the applicable Service.

The remainder of this page is intentionally left blank. Signature page follows.

Interoperability Services Acknowledgment

By signing below, Client: (a) agrees to this TOS with respect to the Interoperability Services generally; (b) acknowledges that the Services may include Carequality Connection Service and/or QHIN Integration Service functionality, as made available by NextGen Healthcare from time to time; (c) acknowledges that use of Carequality Connection Service functionality is subject to the Carequality Connection Terms (Exhibit 2) and the applicable Carequality Framework; (d) acknowledges that use of QHIN Integration Service functionality is subject to the TEFCA Participation Terms (Exhibit 1), the Kno2 Subparticipant Terms of Participation, the TEFCA Common Agreement, and applicable QHIN governance documents; and (e) accepts that NextGen Healthcare may modify, suspend, or discontinue particular functionality in accordance with this TOS.

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1 – TEFCA Participation Terms

This Exhibit 1 is attached to, incorporated into, and made part of the NextGen Healthcare Interoperability Services Terms of Service. By executing the TOS and using functionality made available by NextGen Healthcare in connection with the QHIN Integration Service, Client agrees to this Exhibit 1. This Exhibit 1 applies solely to Client’s participation in functionality associated with the QHIN Integration Service and does not apply to any other Service. In the event of a conflict between this Exhibit 1 and the TOS, this Exhibit 1 controls solely with respect to the QHIN Integration Service.

To the extent this Exhibit 1 identifies, attaches, or hyperlinks a separate document containing TEFCA-required flow-down provisions or related obligations applicable to the QHIN Integration Service, such document is incorporated into and made part of this Exhibit 1, and by executing the TOS and using functionality made available by NextGen Healthcare in connection with the QHIN Integration Service, Client agrees to comply with the terms set forth in such document.

The TEFCA-required flow-down provisions applicable to Client’s participation in functionality associated with the QHIN Integration Service are set forth in the document titled “TEFCA Participation Terms,” available at <https://www.nextgen.com/third-party-agreements>, which document is incorporated into and made part of this Exhibit 1

EXHIBIT 2 – Carequality Connection Terms

This Exhibit 2 is attached to, incorporated into, and made part of the NextGen Healthcare Interoperability Services Terms of Service. By executing the TOS and using functionality made available by NextGen Healthcare in connection with the Carequality Connection Service, Client agrees to this Exhibit 2. This Exhibit 2 applies solely to Client's participation in functionality associated with the Carequality Connection Service and does not apply to any other Service. In the event of a conflict between this Exhibit 2 and the TOS, this Exhibit 2 controls solely with respect to the Carequality Connection Service.

To the extent this Exhibit 2 identifies, attaches, or hyperlinks a separate document containing Carequality terms or related obligations applicable to the Carequality Connection Service, such document is incorporated into and made part of this Exhibit 2, and by executing the TOS and using functionality made available by NextGen Healthcare in connection with the Carequality Connection Service, Client agrees to comply with the terms set forth in such document.

The Carequality terms applicable to Client's participation in functionality associated with the Carequality Connection Service are set forth in the document titled "Carequality Connection Terms," available at <https://www.nextgen.com/third-party-agreements>, which document is incorporated into and made part of this Exhibit 2