

NextGen® Population Health Schedule

1. Client is obtaining SaaS subscription(s) to certain Pop Health Solutions modules and capabilities as are specifically set forth in the applicable Order Form (or if Client is obtaining Pop Health Solutions as part of Company-provided RCM Services, then as more specifically set forth in Exhibit 2.1 of the RCM Services Schedule). Client may subscribe to additional Pop Health Solutions modules and/or capabilities through a supplemental Order Form with Company or, if applicable, an amendment to the RCM Services Schedule.
2. Unless otherwise stated on the applicable Order Form, the initial Service Term, and its subscription fee, will commence 30 days from the Effective Date of the applicable Order Form in which the Pop Health Solutions are obtained and continue for 4 years, unless terminated earlier in accordance with the Master Agreement. Unless otherwise stated on the applicable Order Form, each such Service Term automatically renews for successive 1-year terms, unless a Party provides written notice of its intent not to renew at least 60 days prior to the end of the then-current Service Term.
3. Pop Health Solutions require a Data Source. Unless specifically stated otherwise in an applicable Order Form, Exhibit, Addendum or Statement of Work, Pop Health Solutions pricing is based on an implementation of the following: (i) the one Data Sources comprising Client's existing EHR/PM database and (ii) a one-time selection, made at the start of the Pop Health Solutions implementation, of up to thirty (30) Quality Measures selected from Company's pool of available *Out-of-the-Box standard Quality Measures* with value sets (the current available pool is listed in here <https://www.nextgen.com/legal/out-of-the-box>). Additional Quality Measures from Company's current available pool beyond the initial selection or additional Data Source(s) are available for a separate, additional fee. The Pop Health Solutions pricing is based on the EHR/PM database as originally provided by the vendor with little to no modifications made by Client. Should the databases associated with Client's Data Sources require custom mapping and configuration to support the Quality Measure(s), an additional fee will apply. Custom-built Quality Measures (with no pre-defined value sets) are available for a separate fee.
4. Client may use Pop Health Solutions and all User Materials associated therewith only for: (i) its own internal use and (ii) to process Client Data. And, notwithstanding the definition of "Client" in the Master Agreement, no parent, subsidiary or Affiliated Organization of Client is permitted to access and/or use Pop Health Solutions, nor may Client process the data on behalf of any parent, subsidiary or Affiliated Organization, unless such entity is specifically listed on Exhibit A and Client pays the additional fees that Company charges for an additional entity.
5. Any reports or analysis of Client Data generated using Pop Health Solutions shall be deemed Company Confidential Information. However, Client may share such reports and analysis with its employees and only those consultants, affiliated Accountable Care Organization(s), payers, and agents who have a need to know such information in connection with the Client's business and are under an obligation of confidentiality at least as stringent as the Confidentiality Section of the General Terms & Conditions.
6. It is Client's responsibility to exercise independent judgment in its use of Pop Health Solutions and any reports or analysis generated by Pop Health Solutions. Company will not be responsible for any errors, misstatements, inaccuracies, or omissions in the content included in Pop Health Solutions. Client acknowledges that Company: (A) has no control over or responsibility for the Client's use of Pop Health Solutions, (B) has no knowledge of the specific or unique circumstances under which Pop Health Solutions may be used by the Client, and (C) has no liability to any person or entity for any use of Pop Health Solutions by Client. Client hereby indemnifies and agrees to defend and hold harmless Company from any third-party claims related to the Client's use of Pop Health Solutions, except for the indemnification provided by Company under the General Terms & Conditions.
7. Company may monitor the infrastructure used by Pop Health Solutions to process Client Data. And, while Company does not own the Client Data that is inputted into Pop Health Solutions, Client agrees that Company owns and has the unlimited and perpetual right to: (i) use, share, sell or license usage statistics, analytics, reporting or results specific to Client's use of Pop Health Solutions, whether individually or when compiled with other data, as long as such statistics, analytics, reporting or results are compiled into an aggregated or anonymous format; and (ii) use, disclose, license, sell de-identified Client Data when aggregated with data from other users of Pop Health Solutions. Company will not have any obligation to pay Client any amount for such data or any Client Data. In addition, Client acknowledges that it does not own, nor have any rights, title or interest in, any usernames, login credentials and passwords that are only made available for use by Client for as long as Client has a current Pop Health Solutions subscription, and which become Company's property immediately upon any termination or expiration of such subscription and/or the Master Agreement.
8. In addition to the Client Responsibilities for Professional Judgement Section of the General Terms & Conditions, Client acknowledges and agrees that: (A) Pop Health Solutions is an information management tool only and that its use contemplates and requires the involvement of Client's learned intermediaries and (B) Company has not represented Pop Health Solutions as having the ability to predict healthcare services utilization, prescribe treatment, or perform any other tasks that constitute or are necessary to the practice of medicine or of other professional or academic disciplines.
9. The Third-Party Materials Section of the General Terms and Conditions is expanded to reflect that certain third-party components within the Pop Health Solutions are protected under United States copyright and/or patent laws, which more specifically can be found here: <https://www.nextgen.com/legal/copyright-pop-health>.

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10. The limitation on the number of SaaS End Users, as set forth in the SAAS Model Section of the General Terms and Conditions, shall not be applicable as it relates to Client's use of the Pop Health Solution.
11. Solely as it relates to the Pop Health Solutions subscriptions, the Managed Cloud Services Model Section of the General Terms and Conditions is replaced with the following:

Provided Client is current in its payment for the Pop Health Solution subscription, if Pop Health Solution does not operate substantially as described in the User Materials, Client will notify Company in writing within 30 days following the appearance of such defect and will transmit by e-mail or acceptable media all data processed by Pop Health Solutions, as reasonably requested by Company, for Company to troubleshoot the reported nonconformity.

12. The Effect of Termination Section of the General Terms and Conditions is expanded to add the following at the end of that Section:

Solely for Pop Health solutions, upon termination of all your Pop Health Solutions subscriptions: (A) Client's right to access and use Pop Health Solutions and all related functionality immediately terminates and (B) Client will remove and delete all copies of any Plug-In Software, if any, from its equipment.

The balance of that Section shall remain in full force and effect.

13. The following shall apply **only** to customers of Company that currently have an existing license to Company's NextGen® Care software:

If Client currently holds a license to Company's NextGen® Care software, Client understands that although those licenses will continue to be in effect (as its features and functionality is additive to the Pop Health Solutions offering), the Software Maintenance Fee thereon shall be prospectively halted. Client understands that Company may, in the future, expand the features and functionality of the Pop Health Solutions so that the material features and functionality of the NextGen Care software is subsumed therein; and, at such time, the NextGen Care software licenses will be de-activated.

14. **DEFINITIONS.** Capitalized terms shall have the meaning set forth in the Order Form, General Terms and Conditions or as defined below:

14.1 **Quality Measures** means presentation of data from a Data Source, whether visually or in a written report, that help measure or quantify healthcare processes, outcomes, patient perceptions, initiative and utilization performance, variation in care delivery processes, and organizational structure and/or systems that are associated with the ability to provide high-quality health care and/or that relate to one or more quality goals for health care.

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EXHIBIT A

Entities Authorized to Access and Use Pop Health Solutions