

Hardware Schedule

IMPORTANT--READ CAREFULLY: By signing any Order Form with NextGen Healthcare, Inc. that contains Hardware being obtained from Company, Client is agreeing that the following terms and conditions shall be deemed incorporated into the Master Agreement being entered into between the parties; and, this Schedule and each and every Order Form, Addenda, Exhibit and/or Attachment thereto are collectively intended to be a complete integration and comprise the "Master Agreement" between the parties. **IF CLIENT DOES NOT AGREE TO THE TERMS OF THIS SCHEDULE, DO NOT TAKE DELIVERY OF OR USE THE HARDWARE SET FORTH IN THE APPLICABLE ORDER FORM.** To the extent there is a conflict between other sections of the Master Agreement and this Schedule, then, solely as it relates to the Hardware being obtained directly from Company, this Schedule shall prevail.

1. DELIVERY; ACCEPTANCE.

1.1 Shipment and Delivery. Upon Shipment, title passes to Client for purchased Hardware and Client bears all risk of loss, damage or destruction to the Hardware.

1.2 Acceptance. Upon receipt, Client must unpack and test Hardware within 10 days to identify damage or operation failure. Hardware not rejected in writing within such 10-day period is deemed accepted. All returns are subject to the Company's return policy. Once delivered, Client is responsible for operating and maintaining Hardware.

2. PAYMENT TERMS. Except as otherwise set forth in an Addendum, the payment terms for Hardware is set forth in the applicable Order Form. Client will be invoiced separately for shipping, handling and insurance charges.

3. CUSTOMER OBLIGATIONS.

3.1. Condition; Return of Leased Hardware. In cases where Client has leased Hardware from Company, Client will maintain all Collateral and leased Hardware (A) at the applicable Designated Location, (B) properly and in good working order, and (C) in a physically secure and operationally appropriate environment. If Client does not buy leased Hardware at the end of the lease, Client will return that leased Hardware in the same condition as initially delivered (normal wear and tear excepted), in its original packing materials, and with all original disks and documentation.

3.2 Insurance. As long as Client has any Collateral or leased Hardware, Client will insure each item for its full replacement value against damage and loss with Company designated as loss payee. Upon request from Company, Client will provide certificates of insurance demonstrating such insurance.

4. TITLE; SECURITY INTERESTS.

4.1 No Transfer. Client will not sell, transfer or grant any security or other interest in Collateral or leased Hardware, and any attempt by Client to do so is a breach of this Master Agreement.

4.2 Company Security Interests.

- (A) Client hereby grants to Company: (1) a purchase money security interest in all Collateral and (2) all rights available to a secured creditor under the Uniform Commercial Code and applicable Law to secure its rights, protect the value of the Collateral, and to foreclose and seize the Collateral for sale to pay off amounts owing to Company.
- (B) Company may make UCC-1 filings to document this security interest as well as its ownership interest in any leased Hardware. Upon payment of all amounts due for Collateral, or the return or purchase of leased Hardware, Company will execute and file an appropriate form terminating any applicable UCC-1.
- (C) Client will reimburse Company for all expenses to document, maintain, protect and exercise its rights under this section.

5. LIMITED WARRANTY.

5.1 Defects. Commencing upon Shipment, Company Hardware will be free of material defects for a period of 90 days (the "Warranty Period"). To make a warranty claim, (A) Client must provide written notification to the Help Desk detailing such defect prior to expiration of the Warranty Period and (B) Company may require that Client return the Company Hardware in

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accordance with Company's then current return policy. To the extent permitted by law, Client's sole and exclusive remedy and Company's sole liability under or in connection with this warranty will be, at Company's option, to (1) correct any such defect within a commercially reasonable period of time; (2) provide an equivalent replacement, or (3) refund the amount paid by Client for the defective Company Hardware, including shipping and insurance. This warranty does not cover any defect that: (A) can be resolved by installation of the then current update for any software on the Hardware, including BIOS (B) cannot be reproduced by Company, (C) caused by a modification of any portion of the Hardware by any party other than Company, (D) arise from changes in, or additions to, hardware, such as additional RAM, improved components or other additional components, software, configurations, data, or any other items other than the Hardware, or (E) results from damage due to a force majeure event, an act or omission by Client or Client Personnel, an accident, failure to properly maintain or operate the Hardware according to the Third Party vendor's documentation, or any other similar circumstance.

5.2 Extended Warranty. Company may make available, at the time of the initial sale of such Hardware, an Extended Warranty for certain purchased Hardware. Client may purchase such Extended Warranty at its option. Each Extended Warranty extends the applicable Warranty Period for the time period set forth in the Order Form or applicable Schedule. If Client purchases an Extended Warranty for certain Hardware, Client must purchase an Extended Warranty for all units in use Client must purchase an Extended Warranty for all Hardware leased from Company until Client purchases such leased Hardware or returns such leased Hardware to Company.

For Hardware covered by an Extended Warranty: (i) Client will be able to utilize Company's Help Desk to report problems associated with the Hardware's failure to operate with the Company Technology; (ii) Company will act on behalf of Client to obtain the necessary parts and labor available under the manufacturer's or Third Party vendor's warranty to resolve the issues associated with such Hardware and (iii) Company will assist Client in the installation and/or configuration of the replaced or fixed Hardware so that it operates with the Company Technology.

5.3 Replacement of Defective Components Available During Warranty Period. Unless Client purchases, in the Order Form, on-site assistance for any repair and/or replacement work for the Hardware, Company will ship Client's replacement components, and Client is responsible for the applicable repair and/or replacement of the Hardware. Notwithstanding the foregoing, on-site assistance is not available for all Hardware. If required by Company, Client must return the defective components pursuant to Company's then current return policy. Pending resolution of a warranty claim, Company may provide temporary Hardware for Client's use, and Client's use of such temporary Hardware will be subject to termination and return to Company according to Company's replacement policy.

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

6.1 "Collateral" means all Hardware (A) purchased by Client from Company and (B) for which Client has not yet fully paid Company in accordance with the applicable payment terms.

6.2 "Shipment" means FOB Origin from Company's or Third Party's shipping location as determined by Company.