

NextGen Healthcare Managed Cloud Service Offerings

Effective: June 2021

Company offers, through its Partners, two methodologies for accessing Company Software over the web – SaaS and hosting (collectively these Services are referred to as “Managed Cloud Service”). As it relates to Client’s use of any Managed Cloud Service solution offered by NextGen Healthcare obtained through any third-party vendor, in conjunction with the terms of the Partner’s agreement with Client, Client agrees to the following additional terms and conditions. To the extent of any conflict between the Partner’s agreement and these terms and conditions, as it relates to the Managed Cloud Services, the terms of this document shall prevail.

1. HOSTING MODEL

- 1.1. Under the hosting model, Client has purchased, through Partner, Software licenses under an Order Form and such Software is installed on Company (or Company-controlled) hardware and made available to Client, through Partner, for use through the internet. At the expiration of the hosting Service Term, the previously purchased Software licenses are available to Client to self-host or to use a third party to host such Software. During the hosting Service Term, the Managed Cloud Service subscription allows Client to access the Environment and use thereon the Products obtained from Company through Partner set forth in the applicable Order Form(s).
- 1.2. Under the hosted model, if the fees are based on End User pricing, then: (A) Client will use the Managed Cloud Service and will require all Hosted End Users that use the Managed Cloud Service to follow the terms of the Master Agreement. Each Hosted End User is limited to a single active session in the Environment; and accordingly, a Hosted End User may not be logged into the Environment from more than one computer (or have more than one session on a single computer) at any one time and (B) Client will designate at least one Certified Professional or System Administrator who is authorized to assign and delete authorized Hosted End Users, and who will timely notify Company, through Partner, of each authorization and termination of a Hosted End User.

2. SAAS MODEL

Under the SaaS model,

- 2.1. Client is entering into a subscription, through Partner, to access and use certain Products and Services made available by Company in a Software as a Service model. (“SaaS”) During the SaaS Service Term and provided Partner has paid Company the applicable SaaS subscription fee, Client will have the right to access and use each Company-provided SaaS offering set forth in the applicable Order Form. Each SaaS subscription entered is personal to Client, non-exclusive and non-transferable. The SaaS subscription(s), and its associated SaaS Fee, set forth in the applicable Order Form or Schedule, includes for the specific Products and Services: (i) the access and use of such Products and/or Services, (ii) non-administrative access to the Company controlled System upon which the SaaS offering is operated for such Products and/or Services, (iii) Software Maintenance Services on such Products and/or Services, (iv) updated versions of the Third Party Software listed as included and, (v) for each SaaS NextGen® Enterprise EHR/PM subscription purchased by Client through Partner that is based solely on a *Provider* Metric, the ability to have that Provider and four (4) additional non-Provider SaaS End Users utilize the NextGen® Enterprise EHR/PM SaaS Subscription. No license to the Product(s) is granted to Client under a SaaS subscription.
- 2.2. Certain SaaS offerings may require Client to install on its equipment Plug-In software to access and use the SaaS offering. During the SaaS Service Term, and provided Client is compliant with the terms of these terms and the Partner’s agreement, Client will have a non-transferable and non-exclusive license to permit its SaaS End Users to install, use and implement Plug-In Software solely to access the SaaS offerings for Client’s internal operations as permitted under these terms.

3. ENVIRONMENT FOR MANAGED CLOUD SERVICES

- 3.1. The environment used to provide the Managed Cloud Service consists of the following:
 - a. **Installation.** Company, on behalf of Partner, will load the Products set forth in any Order Form into the Environment. However, costs associated with migrating from an existing non-Company

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environment are not a part of the applicable Managed Cloud Service and are not included within the monthly Managed Cloud Service fee.

- b. **Practice Setup.** Company will set the Environment to allow for one Production environment. Client understands that one Production environment is tied to one tax identification number, or one separate Group of Charts kept by Client and/or its Affiliated Organization within the Software. If Client desires, or the Software requires to achieve the functional goal of Client, to have any additional, distinct and separate production environments to accommodate additional: (1) tax identification number associated with Client and its Affiliated Organizations and/or (2) separate Group of Charts kept by Client and its Affiliated Organizations within the Software, then Client would need to purchase, through Partner, a subscription to same, which fee would be in addition to the monthly Managed Cloud Service fee already being charged.
- c. **Third Party Licenses for infrastructure.** Company will provide the licenses for the third-party operating system, database software, tools, and utilities of the Environment, which are separate and distinct from any other Company Software and third-party materials that Client must purchase to use the features and functionality of the Company Software and/or Service.
- d. **Operation.** Company will maintain the Environment so that the Products thereon perform in accordance with the applicable Product's User Material(s).

4. MISCELLANEOUS

- 4.1. **Data Volume.** On average, each End User accessing the SaaS Service is limited to a maximum of fifteen (15) gigabytes of storage for the Client Data generated from or loaded through the NextGen Enterprise EHR/PM offering or SaaS offering. Managed Cloud Service Fees are based on the volume of Client Data on the last day of each month. Extra storage used beyond the average of fifteen (15) gigabytes per End User accessing the Managed Cloud Service in any month will automatically result in Client being separately billed for the per gigabyte per month overage.
- 4.2. **Effect of Termination; Transition; Return of Client Data.** Upon termination or expiration of the SaaS Service Term for any reason: (A) Client's right to access and use the SaaS offerings and all related functionality therein, immediately terminates and (B) Client must, at its expense, remove and delete all copies of any Plug-In Software, if any.

Upon termination or expiration of the Service Term for Managed Cloud Services offered under a hosting model, Client's right to use the Environment immediately terminates. However, Client's right to use the Company Software previously licensed by Client through Partner continues, along with any Third-Party Materials previously licensed by Client through Partner may continue, according to the applicable terms of this Master Agreement.

Upon termination of Managed Cloud Service for a NextGen® Enterprise EHR/PM offering, Client will promptly obtain AWS' s3 cloud storage (or such other Company approved cloud storage) and provide Company with credentials to access same. Once Company has obtained the necessary access, Company will copy, to the extent it exists, into that storage site the following eHI, in the following mutually agreed to content and manner, which represents the full client data set: (i) Prod.bak- Test, Dev; (ii) ICS images- on the file server; (iii) NGRoot – on the file server and (iv) Client share on the desktop- on the file server. Upon confirmation of receipt of the Client Data, Company will render unreadable, unusable, unrecoverable all Client Data residing on hardware controlled by Company to the extent allowed by law. Client may procure through Partner additional transition services from Company at then current hourly rates and under Company approved standard terms and conditions

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

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- 5.1. **“Environment”** means the Facilities & Equipment that Company deems necessary for operating the Managed Cloud Service and making it available for Client’s use through Client’s internet connection, all as specified in the applicable Statement of Work and/or Order Form.
 - 5.2. **“Fulfillment”** means when Company has confirmed to Partner that the Managed Cloud Service is ready for Client to access and begin testing of the applicable Product(s).
 - 5.3. **“Hosted End User” (a/k/a “Mngd Cld Svcs Std User”)** means any End User that needs to have log-in authority to the Environment for a particular Product(s).
 - 5.4. **“Plug-in Software”** means certain, if any, locally installed software on Client’s equipment necessary for SaaS End Users to access and use the SaaS offering. “Plug-in Software” is Company Software.
 - 5.5. **“SaaS End User”** means any End User that needs to have log-in authority to the Environment for a particular Product(s).
 - 5.6. **“System Administrator”** means a person with responsibility for the operation of Client’s computing systems and networks with suitable background, experience and education.