

Telehealth Schedule

(Effective April, 2020)

As it relates to Client's use of the *Telehealth* solution ("Telehealth Solutions") 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, the terms of this document, solely as it relates to the Telehealth Solution, shall prevail.

1. SUBSCRIPTION /FEES. Client is entering into a subscription from NextGen Healthcare through Partner to access and use the Telehealth solution in a Software as a Service Model. ("SaaS"). Each subscription entered into by Client is non-exclusive, non-transferable and personal to a particular End User within a Client's practice (and if the Client is utilizing this solution across its Affiliated Organizations, then the subscription is personal to a particular End User within that particular Affiliated Organization of Client); however, if within the practice an End User leaves the Client's employ or transfers out of a role that utilizes the Telehealth solution, Client may transfer that subscription to another applicable End User but it may never have more End Users than subscriptions purchased by Client.

2 RESERVED.

3. METHODS OF ACCESS/CONNECTIVITY/MAINTENANCE ACCESS.

3.1 Method of Access. Currently End Users shall access the Telehealth solution through a web browser (either from a computer or Apple® or Android® mobile device).

3.2 Connectivity. Client accepts sole responsibility for acquiring and configuring hardware and any third-party software necessary to use and access the Telehealth solution. Client is responsible for providing connectivity to the Internet for itself and its End Users and personnel. Client shall ensure that latency and available bandwidth from the Client's End User's desktop to NextGen Healthcare's hosted routers is adequate to meet Client's desired level of performance. Client is responsible for all costs associated with any specialized network equipment and/or connectivity service required by Client.

3.3 Remote Access. Client agrees to make available to NextGen Healthcare reasonable remote access to Client's systems and resources as required to perform Maintenance and Support Services, subject to Client's reasonable security/password requirements for independent contractors.

4. EXPRESS DISCLAIMERS/NO COMPANY PHYSICIAN-PATIENT RELATIONSHIP. Client understands that NextGen Healthcare is not providing medical or healthcare services directly or indirectly to Patient Users; and, **solely as it relates to NextGen Healthcare, no physician-patient relationship is established by a Patient User's use of the Telehealth solution.** Moreover, notwithstanding any representations, warranties or covenants of Partner and/or NextGen Healthcare in any other document, NextGen Healthcare is not responsible for compliance with any restrictions or requirements of HIPAA Privacy, Security or Confidentiality under 42 CFR Part 2 compliance pertaining to the Client's authorizing the use of email or text or the content thereof utilizing the Telehealth solution to treat or manage the Patient Users utilizing telemedicine technology, treatment or methods, if any. Client acknowledges and agrees that Client has the appropriate and compliant consent or authorization for use of email or text on file and is solely responsible for such compliance.

5. RESPONSIBILITIES. Client accepts sole responsibility, and holds NextGen Healthcare harmless, for: (i) compliance with any restrictions or requirements of any state laws regulating or pertaining to Client's End Users utilizing the Telehealth solution to treat patients utilizing telemedicine technology, treatment or methods, if any; (ii) the Client Data inputted in or provided to the Telehealth solution or otherwise provided, directly or indirectly, to NextGen Healthcare; (iii) use of, activities that occur and/or results obtained from the use of the Telehealth solution under its account, including without limitation all acts and omissions of the End Users; and (iv) all aspects of the communications and medical care between Patient Users. NextGen Healthcare: (x) shall have no obligation to correct or in any way be responsible for a problem or defect caused by Client's negligent or other act or omission, Client's equipment malfunction, or other cause beyond NextGen Healthcare's reasonable control, and (y) shall have no obligation as to or in any way be responsible for any Client's End Users' or Patient Users' negligent or other act or omission.

6. PRODUCT IMPROVEMENT. NextGen Healthcare may monitor use of the Telehealth solution and gather general statistical information about use of the Telehealth solution. Such information may be used for internal statistical and marketing reports and product development and improvement and may be shared by NextGen Healthcare with third parties in aggregate or statistical form only, without disclosure of Client's Confidential Information or any personally identifiable information about Client and/or any Patient User.

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

7.1 **"Patient User"** means an individual person who accesses the Telehealth solution (including without limitation online at <http://www.ottohealth.com>) and communicates with a Schedule End User about such person's non-emergency medical condition and with such Schedule End User establishes or has a physician-patient relationship.

7.2 **"Scheduled End User"** means any Provider who is authorized to do the following within the Telehealth solution: (i) schedule patient visits for non-emergency medical conditions, (ii) conduct patient visits via audiovisual (telemedicine), (iii) conduct asynchronous patient visits/communications and/or (iv) obtain such additional services including, by way of example only, email communications, which NextGen Healthcare determines from time to time to include in the Telehealth solution, in each case as may be further described on an Order Form.

7.3 **"Support End User"** means any Client Personnel other than a Scheduled End User or Patient User who is authorized to utilize the Telehealth solution.