

As it relates to Client's use of the *NextGen® Population Health* solution ("Pop Health 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 Pop Health Solution, shall prevail.

1. Client is obtaining SaaS subscription(s) to certain Pop Health Solutions modules and capabilities, from NextGen Healthcare through Partner, as are specifically set forth in the applicable order form (or if Client is obtaining Pop Health Solutions as part of NextGen Healthcare-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, through Partner, with NextGen Healthcare or, if applicable, an amendment to Exhibit 2.1 of the RCM Services Schedule. The initial Pop Health Solution Service Term commences 120 days from the effective date of the Order Form or on the date of Fulfillment, whichever is earlier. Prior to the date of Fulfillment, Client understands that they will have no access and/or use of the Pop Health Solution.
2. 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 NextGen Healthcare'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 NextGen Healthcare'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.
3. 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 Client's agreement with Partner or any other terms and conditions with NextGen Healthcare, 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 (below) and Client pays the additional fees charged for an additional entity
4. Any reports or analysis of Client Data generated using Pop Health Solutions shall be deemed NextGen Healthcare's 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 Client holds their own materials confidential.
5. 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. NextGen Healthcare will not be responsible for any errors, misstatements, inaccuracies, or omissions in the content included in Pop Health Solutions. Client acknowledges that NextGen Healthcare: (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 NextGen Healthcare from any third-party claims related to the Client's use of the Pop Health Solutions.
6. NextGen Healthcare may monitor the infrastructure used by Pop Health Solutions to process Client Data. And, while NextGen Healthcare does not own the Client Data that is inputted into Pop Health Solutions, Client agrees that NextGen Healthcare 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. NextGen Healthcare 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

NextGen[®] Population Health

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subscription, and which become NextGen Healthcare's property immediately upon any termination or expiration of such subscription and/or the Master Agreement.

7. 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) NextGen Healthcare 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.
8. For Population 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.
9. Client acknowledges 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>.
10. Client acknowledges that if Pop Health Solution does not operate substantially as described in the User Materials, Client, through Partner, will notify NextGen Healthcare 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 NextGen Healthcare, for NextGen Healthcare to troubleshoot the reported nonconformity.
11. As it relates to the Pop Health Solution, the term **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.
12. **"Fulfillment"** means for the Pop Health Solution service when NextGen Healthcare confirms that it has provided the necessary resources to complete the initial configuration, implementation and activation of the Pop Health Solution. Client understands that it will have no access or use of the Pop Health Solution until the date of Fulfillment.

EXHIBIT A
Entities Authorized to Access and Use Pop Health Solutions

1.