

API Terms of Service

By accessing or using NextGen Healthcare's Certified APIs, other developer services, and associated software as detailed at <https://www.nextgen.com/api>, as further detailed in Exhibit A (the "APIs"), you agree to the terms below (referred to herein as the "Terms"). There is no fee to use our Certified APIs. To the extent of a conflict between these Terms and additional terms applicable to a given API, the additional terms will control for that conflict. To the extent you use any NextGen Healthcare APIs that are not Certified APIs, such use is subject to additional terms and fees. If you use the APIs as an interface to, or in conjunction with, other NextGen Healthcare products or services, then the terms for those other products or services also apply. Note that within these Terms, the term "Certified API" means NextGen Healthcare's application programming interfaces that permit a party to access data and are certified to the certification criteria established by the Office of the National Coordinator for Health IT at 45 C.F.R. § 170.315(g)(7)-(9) or (g)(10).

1. Account and Registration

- a) Registration. In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. In the event NextGen Healthcare develops additional APIs, NextGen Healthcare may require you to agree to additional terms in order to use such APIs, in which event the parties will execute a separate writing pursuant to these Terms which separate writing will govern your use of any additional APIs. You represent and warrant that any registration information you give to NextGen Healthcare will be accurate, and that you will inform NextGen Healthcare promptly of any updates.

2. Use of NextGen Healthcare APIs

- a) End Users. You will require your end users to comply with (and not knowingly enable them to violate) Applicable Law and this Agreement. You agree that NextGen Healthcare does not have, and will not have, any obligation whatsoever to your end user(s). "Applicable Law" means any federal or state law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a governmental authority that is binding upon or applicable to a party hereto, as amended unless expressly specified otherwise, including without limitation the regulations promulgated by the Office of the National Coordinator for Health Information Technology under the authority of the 21st Century Cures Act (42 U.S.C. § 300jj-52).
- b) Compliance with Law and Third Party Rights. You will comply with all Applicable Law and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the APIs to encourage or promote illegal activity or violate third party rights.
- c) Permitted Access. You will only access (or attempt to access) an API by the means described on the Site. The "Site" shall mean <https://www.nextgen.com/api> (the Site includes all documentation needed to comply with our specifications for API access). If NextGen Healthcare assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API App's identity when using the APIs or developer accounts.
- d) Open Source Software. Some of the software required by or included in NextGen Healthcare's API may be offered under an open source license. Open source software licenses constitute

separate written agreements. Any such open source software is listed on [the Site](#). To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with NextGen Healthcare for the applicable open source software.

- e) Sandbox. NextGen Healthcare will provide you with access to a generic testing and development environment (a “Sandbox”) where you will have access to NextGen® Enterprise EHR/PM, test data, and the ability to create and test your API App(s). Your participation in the Sandbox is entirely optional and at no charge to you. The Sandbox will be refreshed monthly/quarterly at the sole discretion of NextGen Healthcare. The Sandbox will be shared with third parties.
- f) Feedback. If you provide feedback or suggestions about NextGen Healthcare’s APIs, then NextGen Healthcare (and those NextGen Healthcare allow) may use such information without obligation to you.
- g) Non-Exclusivity. You acknowledge that NextGen Healthcare may develop products or services that may compete with the API App(s) or any other products or services, and NextGen Healthcare confirms it will not use any information for its own product or service development that includes or references your confidential information except as may be permitted under Applicable Law.

3. Your API Apps

- a) API Apps and Monitoring. You may use the API for any lawful purpose. The API is designed to help you efficiently and effectively read data from NextGen Healthcare’s data storage system(s) (“API App(s)”). YOU AGREE THAT EXCEPT AS AND ONLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW NEXTGEN HEALTHCARE MAY MONITOR USE OF THE API APP(S) TO VERIFY YOUR COMPLIANCE WITH THESE TERMS. This monitoring may include NextGen Healthcare accessing your API App, for example to identify security issues that could affect NextGen Healthcare and/or its partners. NextGen Healthcare will not access or use the API App to inform or advance any of its own product or service development. To the extent permitted by Applicable Law, NextGen Healthcare may suspend access to the APIs by your API App if NextGen Healthcare reasonably believes that you are in violation of Applicable Law. In such case, within two (2) business days NextGen Healthcare will provide written notice to you detailing the violation.
- b) Security. You will use commercially reasonable efforts to protect user information collected by your API App, including personally identifiable information (“PII”), from unauthorized access or use.
- c) Ownership. NextGen Healthcare does not acquire ownership in your API Apps, and by using NextGen Healthcare’s APIs, you do not acquire ownership of any rights in NextGen Healthcare’s APIs or the Third Party Content (as defined below) that is accessed through NextGen Healthcare’s APIs, with the exception of the patient data you request through the API. In the event NextGen Healthcare provides you access to NextGen Healthcare’s API Test & Demo Suite (the “TDS”), NextGen Healthcare hereby grants Customer a limited, non-exclusive, non-assignable, non-transferable, personal, object code license for your internal purposes only, during the term of these Terms, to utilize the TDS in a non-productive environment. All terms of these Terms applicable to the APIs in Section 4 shall also apply to the TDS. Except as otherwise expressly provided herein, neither party acquires ownership or receives a license to any of the other party’s intellectual property.
- d) User Privacy and API Apps. You will comply with all Applicable Laws, including without limitation all privacy laws and regulations, including those applying to PII and/or PHI (as defined below).
- e) Support. You will be responsible for providing all support to end users purchasing or using your API App(s), as well as all documentation, upgrades, and bug fixes for the API App(s), unless otherwise agreed to by the parties hereto in writing. If after reasonable efforts you are unable to

resolve an end user issue, you may contact NextGen Healthcare for resolution of such issue subject to fees as stated on [the Site](#) for issues related to the API App(s) (as opposed to the API itself, which we support through access to documentation on the Site without charge). In the event you are unable to resolve an issue with our APIs through the support mechanisms documented on [the Site](#), as a last step you may also contact APIPartners@nextgen.com for assistance.

4. Prohibitions and Confidentiality

- a) **API Prohibitions.** When using the APIs, except as and only to the extent permitted by Applicable Law, you may not (or allow those acting on your behalf to):
- i. Sublicense an API to the NextGen[®] Enterprise EHR and/or NextGen[®] Enterprise Practice Management system for use by a third party. Consequently, you will not use NextGen Healthcare's confidential information to create an API App that functions substantially the same as the APIs and offer it for use by third party application developers.
 - ii. Perform an action with the intent of introducing to NextGen Healthcare products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
 - iii. Defame, abuse, harass, stalk, or threaten others.
 - iv. Interfere with or disrupt the APIs or the servers or networks providing the APIs.
 - v. If the API App(s) is/are intended to be marketed by you for a fee, you may not promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
 - vi. Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by Applicable Law.
 - vii. Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
 - viii. Use the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
 - ix. Remove, obscure, or alter any NextGen Healthcare terms of service or any links to or notices of those terms.
- b) **Confidential Matters.**
- i. Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API App. You will keep its credentials confidential and use reasonable efforts to prevent and discourage third parties and/or other API Apps from using its credentials. Developer credentials may not be embedded in open source projects.
 - ii. NextGen Healthcare's communications to you may contain NextGen Healthcare confidential information. Except as and only to the extent otherwise provided in Applicable Law, NextGen Healthcare confidential information includes the APIs and TDS, as well as any materials, communications and information that are marked confidential or that would normally be considered by a reasonable actor to be confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without NextGen Healthcare's express prior written consent. NextGen Healthcare confidential information does not include information which (a) is or becomes generally publicly available other than as a result of a disclosure by you or its representatives, (b) is or becomes available to you on a non-confidential basis from a source (other than NextGen Healthcare or its representatives) rightfully in possession of

such information and that is not prohibited from disclosing such information to you by a legal, contractual, fiduciary or other obligation, (c) is independently developed by you as demonstrated by written or documented evidence, or (d) was known by you prior to disclosure to you by NextGen Healthcare, as demonstrated by written or documented evidence. Any combination of such information will not be included within the foregoing exceptions because individual features of the information are in the public domain.

- iii. Your communications to NextGen Healthcare may contain your confidential information. Your confidential information includes your API App as well as any materials, communications, screenshots, documentation and information that are marked confidential or that would normally be considered confidential under the circumstances. If NextGen Healthcare receives any such information, then NextGen Healthcare will not disclose it to any third party without your express prior written consent. Your confidential information does not include information which (a) is or becomes generally publicly available other than as a result of a disclosure by NextGen Healthcare or its representatives, (b) is or becomes available to NextGen Healthcare on a non-confidential basis from a source (other than you or your representatives) rightfully in possession of such information and that is not prohibited from disclosing such information to NextGen Healthcare by a legal, contractual, fiduciary or other obligation (of note, you maintain confidentiality agreements with its prospects and with its customers), (c) is independently developed by NextGen Healthcare as demonstrated by written or documented evidence, or (d) was known by NextGen Healthcare prior to disclosure to NextGen Healthcare by you, as demonstrated by written or documented evidence. Any combination of such information will not be included within the foregoing exceptions because individual features of the information are in the public domain. NextGen Healthcare will not reverse engineer, disassemble or decompile your API App as well as any prototypes, software or other tangible objects that embody your confidential information.
- iv. Permitted Disclosure. The party in receipt of the disclosing party's (the "Discloser") confidential information (the "Recipient") may disclose confidential information: (a) as is required by Applicable Law, (b) to report adverse events, hazards and other unsafe conditions to governmental agencies, health care accreditation organizations and/or patient safety organizations; (c) to report cybersecurity threats and incidents to government agencies; (d) to report information blocking and other unlawful practices to a government agency; and (e) to communicate information about NextGen Healthcare's failure to comply with 45 C.F.R. Part 170.
- v. Return of Materials. All documents and other tangible objects containing or representing confidential information, and all copies, notes and extracts thereof that are in the possession of the receiving Party, shall be and remain the property of disclosing party, and shall be promptly returned to disclosing party and/or destroyed upon disclosing party's written request, or upon termination of these Terms. At the disclosing party's request, receiving party shall provide a written certification from an officer of receiving party that all such confidential information and copies thereof have been destroyed.

5. Content and Data

- a) Third Party Content Accessible Through NextGen Healthcare's APIs. NextGen Healthcare's APIs contain some third party content, such as discrete data, text, images, videos, audio, or software ("Third Party Content"). This Third Party Content is the sole responsibility of the person that makes it available. Except as otherwise prohibited by Applicable Law, NextGen Healthcare may review Third Party Content to determine whether it is illegal or violates NextGen

Healthcare's policies or the Terms, and NextGen Healthcare may remove or refuse to display Third Party Content, but it is not required to do so and does not endorse or provide any warranties with respect to any Third Party Content. Finally, Third Party Content accessible through NextGen Healthcare's APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that Third Party Content or is otherwise permitted by law. Your access to the Third Party Content provided by the API may be restricted, limited, or filtered in accordance with Applicable Law.

- b) Submission of Your Content. Some of NextGen Healthcare's APIs allow the submission of content and discrete data of end users by you ("Your Content") through your API App(s). NextGen Healthcare does not acquire any intellectual property rights in Your Content, except as expressly provided in these Terms or as may otherwise be provided in NextGen Healthcare's agreements with its customers.
- c) Use of End User Data. When a user's non-public data is obtained through the APIs via API App(s), as between the parties and to the extent permitted by Applicable Law you shall be solely responsible for any and all errors, interruption of use, loss, inaccuracy, or corruption of user's data.
- d) Prohibitions on Content. Unless expressly permitted by the content owner or by Applicable Law, you will not, and will not permit your end users or others acting on your behalf, to do the following with Third Party Content returned from the APIs:
 - i. Misrepresent the source or ownership; or
 - ii. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

6. Brand Features; Attribution

- a) Brand Features. "Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, these Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All of your use of NextGen Healthcare's Brand Features (including any goodwill associated therewith) will inure to the benefit of NextGen Healthcare.
- b) Attribution. You agree to display any attribution(s) required by NextGen Healthcare as described on [the Site](#) and/or in the documentation for the API.
- c) Publicity. You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement by NextGen Healthcare without NextGen Healthcare's prior written approval.
- d) Promotional and Marketing Use. You acknowledge and agree that in the course of promoting, marketing, or demonstrating the APIs you are using and the associated NextGen Healthcare products, NextGen Healthcare may produce and distribute incidental depictions, including screenshots, video, or other content from your API App, which may incidentally include Your Marks. "Your Marks" shall mean any and all trademarks, trade names, trade dress, service marks, service names, logos, symbols, and any and all other branding indicia that appear or may appear, at any time while the Terms remain in force, as part of, on, or otherwise in association with, your products or services, or with any publication or presentation promoting those products and services that identifies you as their source or origin.

- 7. NextGen Healthcare DMCA Policy. NextGen Healthcare provides information to help copyright holders manage their intellectual property online, but NextGen Healthcare cannot determine whether something is being used legally or not without their input. Subject to Applicable Law, NextGen Healthcare responds to notices of alleged copyright infringement and may terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If

you believe someone is violating your copyrights, you may notify NextGen Healthcare at legal@nextgen.com.

8. Termination

- a) Termination. You may stop using NextGen Healthcare’s APIs at any time with or without notice.
- b) Your Obligations Post-Termination. Upon any termination or expiration of these Terms or discontinuation of your access to an API, you will immediately stop using the API, and cease all use of the NextGen Healthcare Brand Features. For clarity, you shall not delete any data from NextGen Healthcare’s and/or mutual customers’ computer infrastructure.
- c) Surviving Provisions. When these Terms expire or are terminated, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4b, 5, 8, 9, and 10.

9. Liability for NextGen Healthcare’s APIs; Indemnification

a) WARRANTIES.

EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER NEXTGEN HEALTHCARE NOR ITS SUPPLIERS, LICENSORS, OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE APIs OR TDS. FOR EXAMPLE, NEXTGEN HEALTHCARE DOES NOT MAKE ANY WARRANTIES OR OTHER COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE APIs OR TDS, THE SPECIFIC FUNCTIONS OF THE APIs, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. NEXTGEN HEALTHCARE PROVIDES THE APIs AND TDS “AS IS.” YOU ARE SOLELY RESPONSIBLE FOR TESTING THE API APP(S) AGAINST THE APIs AND THE API DATABASE SCHEMA, INCLUDING WITHOUT LIMITATION NEW VERSIONS THEREOF.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE TERMS, TO THE EXTENT PERMITTED BY LAW, NEXTGEN HEALTHCARE EXCLUDES ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

b) LIMITATION OF LIABILITY.

WHEN PERMITTED BY LAW, NEXTGEN HEALTHCARE, AND NEXTGEN HEALTHCARE’S SUPPLIERS, LICENSORS, AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF NEXTGEN HEALTHCARE, AND ITS SUPPLIERS, LICENSORS, AND DISTRIBUTORS, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID NEXTGEN HEALTHCARE UNDER THESE TERMS DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

IN ALL CASES, NEITHER NEXTGEN HEALTHCARE, NOR ITS SUPPLIERS AND DISTRIBUTORS, WILL BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

c) Indemnification.

- i. By You. Unless prohibited by Applicable Law, you will defend, hold harmless, and indemnify NextGen Healthcare, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, costs, fees (including reasonable legal fees), and expenses relating to any allegation or third-party legal proceeding (including without limitation allegations made by your end users) and other losses to the extent arising from:
 - A. Your misuse, or your end users' misuse, of the APIs and/or TDS;
 - B. Your violation, or your end users' violation, of the Terms;
 - C. any content or data routed into the APIs by you or used with the APIs by you or those acting on your behalf, or your end users;
 - D. Your use of Non-Approved Routes (as defined in Section 2 of Exhibit A); and/or
 - E. Your acts or omissions which constitute information blocking or otherwise improperly interfere with the access, exchange or use of end user data.
- ii. Indemnification Conditions. You shall indemnify NextGen Healthcare pursuant to the preceding subsection 9.c.i, provided that: (a) NextGen Healthcare notifies you promptly in writing of the claim; provided, however, failure to provide prompt notice will not affect your obligations to the extent the failure does not materially prejudice your ability to defend the claim; (b) you have control of the defense and all related settlement negotiations with respect to the claim, provided that, (i) NextGen Healthcare has the right to participate in the defense of any such claim through counsel of its own choosing, and that (ii) all settlements made by you include a full release of all claims against and obligations of NextGen Healthcare related to the claim; and (c) NextGen Healthcare cooperates fully to the extent necessary, and executes all documents necessary for the defense of any such claim.

10. General Provisions

- a) Modification. NextGen Healthcare may elect to modify these Terms or any portion to, for example, reflect changes to the law or changes to NextGen Healthcare's APIs by posting changes to [the Site](#). Changes will not apply retroactively and will become effective no sooner than thirty (30) days after posting them to the website. Notwithstanding the foregoing, changes addressing new functions for an API or changes made as necessary for legal compliance will be effective immediately. If you do not agree to the modified Terms for an API, you will discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.
- b) U.S. Federal Agency Entities. The APIs were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.
- c) General Legal Terms.
 - i. The Terms do not create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. NextGen Healthcare is not liable for failure or delay in performance to the extent caused by circumstances beyond NextGen Healthcare's reasonable control. If you do not comply with the Terms, and NextGen Healthcare does not take action promptly, this does not mean that NextGen Healthcare is foregoing any rights that it may have (such as taking action in the future). In the event a particular term is not enforceable, this will not affect any other terms. These Terms are the entire agreement between you and NextGen Healthcare relating to its subject matter and supersede any prior or contemporaneous agreements regarding this subject matter.
 - ii. These Terms are governed by the laws of the State of Delaware, as applied to contracts to be performed wholly within that State, without reference to the choice of law principles

thereof. Jurisdiction and venue for all disputes relating to this Agreement shall lie with the state and federal courts located in New Castle County, Delaware.

- iii. If you are accepting these Terms on behalf of a United States federal government entity, then the following applies instead of the paragraph above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs. Solely to the extent permitted by United States Federal law: (a) the laws of the State of Delaware (excluding Delaware's conflict of laws rules) will apply in the absence of applicable federal law; and (b) **FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE APIs, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN NEW CASTLE COUNTY, DELAWARE.**
- iv. All notices and other communications required or permitted hereunder shall be in writing and shall be delivered personally, electronically, by nationally recognized overnight courier (marked for overnight delivery), or by registered, certified or express mail, postage prepaid, return receipt requested. If to you, NextGen Healthcare may send notices to the address provided during the registration process. If to NextGen Healthcare you shall send notices to the following address:

NextGen Healthcare, Inc.
3525 Piedmont Rd., NE
Building 6, Suite 700
Atlanta, GA 30305
ATTN: Legal Department

- v. You may not assign, transfer, or otherwise delegate any of its rights, duties, or obligations under these Terms in whole or in part to any individual, firm or corporation without the prior written consent of NextGen Healthcare. Any attempt to assign, transfer or otherwise delegate any of the rights, duties, or obligations under these Terms without the prior written consent of NextGen Healthcare shall be void.
- vi. Any provision of these Terms that by its nature is intended to survive will survive any cancellation, termination or expiration of these Terms.

Exhibit A API App(s) Approved Routes

1. NextGen Healthcare API: NextGen Healthcare API routes are located at [the Site](#).
2. Routes included in these Terms include all USCDI routes using the GET method for such routes. You may not use any other API routes to deploy API App(s) with associated features/modules not included in the current regulatory list of USCDI as a requirement of certification under the Cures Act (“Non-Approved API Routes”) without NextGen Healthcare’s prior written consent.
3. Inclusion of any Non-Approved API Routes for any purposes aside from non-production testing and evaluation for actual use in the API App(s) without prior written approval by NextGen Healthcare may be subject to termination as set forth in Section 8 of the Terms. You will have ten (10) business days to cure if it has been determined by NextGen Healthcare that you are in breach of the restrictions in this Exhibit A.
4. Additionally, you will not market, discuss, quote, deploy, or sell any Non-Approved API Routes having associated features/modules, not specified in Section 1 of Exhibit A to mutual customers. If mutual customers inquire, you must indicate that such modules/feature are not available in the API App(s) solution. In addition to NextGen Healthcare’s termination rights stated above, deviation from this obligation is subject to termination as set forth in Section 8 of the Terms.