

NextGen® Products/Services – License Terms

Effective: May 2020

As it relates to Client's use of the NextGen® products and/or services 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. As it relates to the NextGen® products and/or services, to the extent of any conflict between the Partner's agreement and these terms and conditions the terms of this document shall prevail.

LICENSE TO NEXTGEN® SOFTWARE

To the extent that Client is obtaining a license to NextGen Healthcare's Software through a NextGen Healthcare certified Partner then the following shall apply:

Subject to Client's compliance with Partner's PMA, NextGen Healthcare grants Client, through the PMA and during the License Term, a personal, non-exclusive and non-transferable license to:

- (A) install and implement the NextGen® Software on Authorized Server(s) and Authorized Workstation(s) solely for use by End Users for internal operations in quantities as set forth in the Order Form and/or applicable Schedule and in accordance with applicable Metrics and User Materials; and
- (B) use, copy and distribute internally User Materials as reasonably required for permitted use of the NextGen® Software. Any such copies of the User Materials must contain the same copyright and other proprietary notices that appear in the original User Materials.
 - For purposes of clarification, and provided Client does not exceed the Metric quantity of licenses obtain for the particular NextGen® Software nor that the license seeking to be transferred is not otherwise restricted in its transferability, the internal transfer of the use of a license between Client's End Users and/or between Client and those End Users of an Affiliated Organization that is owned by Client or (ii) in which Client has a majority controlling interest in such NextGen Healthcare, practice, group and/or other legal entity shall not be deemed a violation of the "non-transferable restriction set forth above.

LICENSES TERM. The License Term for any Product commences on the Effective Date of the applicable order form and runs for the Term set forth in the applicable order form.

THIRD PARTY SOFTWARE. Third Party Software is licensed solely for use with NextGen® Software, and Client will not access Third Party Software except through the NextGen® Software with which it operates. Client will purchase updates to Third Party Software as needed to comply with the requirements of Client's then current version of the applicable NextGen® Software.

NON-PRODUCTION USE. Client may only operate one Production instance of the Software. Client may operate a reasonable number of non-Production instances (e.g. backup, training, disaster recovery, etc.) of the Software not to exceed any limit set forth in the order form or particular schedule. A backup instance of Software may be installed in a Designated Location separate from the location where the Production instance is installed.

LICENSE KEYS. Certain Software may require a License Key to operate and, in such case, the License Key is provided at the time of Delivery either directly to Client or to Partner on behalf of Client. Any additional License Keys would be provided as needed.

NO TITLE TRANSFER. All of the NextGen Healthcare Technology shall remain personal property and the title thereto shall remain with the NextGen Healthcare at all times. Client shall have no right, title or interest therein or thereto except as to the use thereof subject to the terms and conditions of this Agreement. Client shall keep the NextGen Healthcare Technology free from any and all judgments, liens and encumbrances. Client shall give NextGen Healthcare prompt notice of the attachment or other judicial process, lien, or encumbrance affecting the NextGen Healthcare Technology and shall indemnify and save NextGen Healthcare harmless of and from any loss or damage caused thereby.

EFFECT OF TERMINATION. Upon termination of the applicable license, or upon expiration of the License Term, Client must cease to use the Software and Third Party Software, uninstall all copies of the Software and Third Party Software from all Authorized Servers and Authorized Workstations, and destroy any media containing the Software and Third Party Software.

SOFTWARE SUPPORT AND MAINTENANCE. Client understands that no Maintenance Services, including Updates, are being provided to it by NextGen Healthcare; and, any Maintenance Services provided by Partner directly to Client (or NextGen Healthcare to Partner) are available only if Client is on the most current general release of such NextGen® Software (or such other general released versions

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LICENSE COMPLIANCE. During each License Term and for 3 years thereafter, Client and its Affiliated Organizations shall keep complete and accurate books and records relating to use of Products and Services. Company may either at its expense and no more than once every quarter, appoint Partner, its own Personnel or an independent third party (or all) to inspect such records and access related computers and systems to verify that use, installation, and deployment of the Products and Services by Client and its Affiliated Organizations comply with these terms. Any verification may include an onsite audit conducted at Client's or its Affiliated Organizations' relevant places of business upon 15 days prior notice, during regular Business Hours, and will not unreasonably interfere with Client's business activities. If a verification shows that Client, its Affiliated Organizations, End Users or on Company's then Third Party contractors of Client or its Affiliated Organizations are deploying, installing or using the Products and Services (A) beyond the quantity that was legitimately licensed; or (B) in any way not permitted, so that additional fees apply, Client must pay, unless disputed in good faith, the additional license fees and any applicable related maintenance and support fees based on Company's current list price, within 30 days of invoice date.

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

- **"Authorized Server"** means a hardware server owned or leased by Client and located in a Designated Location. Authorized Servers will not be used for the benefit of any party other than Client, its Affiliated Organizations, and End Users.
- **"Authorized Workstation"** means a desktop, tablet or laptop computer located within the United States and used by an End User.
- **"Delivery"** means the date that the Software is made available to Client, or to Partner on behalf of Client, as described in this Schedule.
- **"Designated Location"** means the Client owned or leased location set forth in the applicable Order Form (or such other U.S. address identified in writing to NextGen Healthcare) where the server(s) are located upon which Client intends to load the server-side Software. If operated by a Third Party, a Designated Location must be pre-approved in writing by NextGen Healthcare.
- **"Disaster Recovery Environment"** means Client's technical environment designed solely to allow Client to respond to an interruption in service that is due to an event beyond Client's control, where Client cannot provide critical business functions for a material period.
- **"License Key"** means each encrypted alphanumeric code needed to activate certain Software and/or features in certain Software.
- **"Production"** means use of Software to support actual business operations of Client and its Affiliated Organizations and excludes training, backup, development, quality assurance and similar non-productive uses.