

NextGen Healthcare SaaS Offerings

Effective: May 2020

As it relates to Client's use of any Software as a 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 SaaS Services, the terms of this document shall prevail.

- 1.1. 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 SaaS offering set forth in the applicable Order Form. Each SaaS subscription entered into 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 subscription purchased by Client 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 SaaS Subscription. No license to the Product(s) is granted to Client under a SaaS subscription.
- 1.2. 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.

2. ENVIRONMENT FOR SaaS SERVICE

- 2.1. The environment used to provide the SaaS Service consists of the following:
 - a. **Installation.** Company will load the Products set forth in any Order Form into the Environment. However, costs associated with migrating from an existing non-Company environment are not a part of the applicable SaaS Service and are not included within the monthly SaaS Service fee.
 - b. **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.
 - c. **Operation.** Company will maintain the Environment so that the Products thereon perform in accordance with the applicable Product's User Material(s).

3. MISCELLANEOUS

- 3.1. **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. SaaS 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 SaaS Service in any month will be automatically billed at the rate of 75¢ per gigabyte per month.
- 3.2. **Service Term.** The initial Service Term for SaaS Service commences upon the Fulfillment Date for the applicable SaaS Service and continues for 4 years, unless terminated earlier in accordance with the Master Agreement. Client understands that various Products and Services may utilize the SaaS Service and each such Product or Service may have its own Service Term that operates contemporaneously with the Service Term for the Managed Cloud Service. Accordingly, the expiration or termination of a Service Term for one Product or Service does not, in and of itself, terminate the SaaS Service for another Product, Service or the SaaS Service itself. By way of example and not limitation, if Client has enrolled in a 4 year SaaS subscription

NextGen Healthcare SaaS Offerings

Effective: May 2020

for the use of Company's EHR offering but only a 1 year Mobile Solution subscription, upon expiration of the Mobile Solution Service Term, the Managed Cloud Services associated with the Mobile Solution will also expire but Client would still be bound to the SaaS Service through the remainder of SaaS subscription for the EHR offering.

Unless specified otherwise in the applicable Order Form, applicable Product or Service Schedule or Addendum, each Service Term for SaaS Service automatically renews for successive 1-year terms, unless a Party provides written notice of its intent not to renew at least 3 months prior to the end of the then-current Service Term for Managed Cloud Service.

- 3.3. 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, along with any Third-Party Materials previously licensed by Client, continues according to the applicable terms of this Master Agreement.

Upon termination of SaaS Service for a NextGen® Enterprise 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 into that storage site the following, to the extent such data exists, 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 additional transition services at Company's then current hourly rates and standard terms and conditions

- 4. DEFINITIONS.** Capitalized terms shall have the meaning set forth in the Order Form or applicable Schedule, General Terms and Conditions or as defined below.
- 4.1. "Environment"** means the Facilities & Equipment that Company deems necessary for operating the SaaS 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.
 - 4.2. "Fulfillment"** means when Company has confirmed that the SaaS Service is ready for Client to access and begin testing of the applicable Product(s).
 - 4.3. "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.
 - 4.4. "SaaS End User"** means any End User that needs to have log-in authority to the Environment for a particular Product(s).
 - 4.5. "System Administrator"** means a person with responsibility for the operation of Client's computing systems and networks with suitable background, experience and education.