

TERMS APPLICABLE TO ALTERA TOUCHWORKS SOFTWARE

These terms apply to the Touchworks Software outlined in the Client Order, Delivery Order and/or Amendment. In the event of a conflict between the terms outlined below and the Agreement , the Touchworks Software Terms shall control over the conflicting provisions of the Agreement. The Altera Touchworks Software shall be considered Altera Software and not Third Party Software (except for the Third Party Software components of the Altera Touchworks Software indicated in the associated Client Order).

- a) **Billable Users.** This Section applies to any Authorized User (and associated user account) that is either a Provider or Mid-Level who has accessed or used any the Altera Touchworks Software at least twice during any ninety (90) day period (each of the foregoing, a "Billable User"). "Provider" means a physician or osteopath, excluding locums and other temporary providers and "Mid-Level" means a nurse practitioner, physician assistant, or any other health care professional providing revenue-generating patient encounters, except that Mid-Levels shall not include Providers. "Full Time" Provider is a Provider that is authorized by Client to engage in patient care activities for more than 20 hours a week. A "Part Time" Provider is a Provider that is authorized by Client to engage in patient care activities for less than 20 hours a week. Except as otherwise provided in the applicable Client Order, other Authorized Users are not subject to this Section. Each Billable User account may only be assigned to and used by one individual at any given time. Client shall ensure that the total number of Billable User accounts for each Altera Touchworks module does not, at any time, exceed the corresponding number then-authorized hereunder. The initial number of Billable User accounts authorized hereunder are specified in the applicable Client Order. Client may add additional authorized Billable User accounts by paying the applicable fees calculated at Altera's then-current rates (unless otherwise specified in the Client Order). Client may re-assign an authorized Billable User account from one Authorized User in a category (e.g., Provider or Mid-Level) to another Authorized User in the same category only.
- b) **Data Conversion.** Where conversion services are required, Client agrees to provide contact information for any vendor and will provide or procure the provision to Altera of all necessary data in a format approved by Altera and/or the file components and documentation required to perform the electronic conversion. All costs associated with the electronic conversion (including, without limitation, media, freight, current vendor costs, readable data format and, if necessary, a data conversion lab) are the responsibility of Client.
- c) **CPT Codes.** As of the Effective Date, the continued use of Touchworks EHR requires Client to obtain a license for appropriate Current Procedure Terminology ("CPT") codes directly from the publisher, the American Medical Association ("AMA"). Additionally, if Client desires the use of CPT codes for any other reason, Client must obtain a license from the AMA.