

Sunrise Air, Sunrise Mobile Care and Sunrise Mobile MD Terms

1. The App for Sunrise Mobile, Sunrise Mobile MD and Sunrise Air (each a “**Mobile Module**”) is available on the mobile devices specified by Altera in the then current Documentation for Mobile Module.
2. Authorized Users of a Mobile Module may download the App from the Altera designated download mediums in the then current Documentation for each product (each, a “**Store**”). For purposes of this Addendum, “**Authorized Users**” and “**App**” shall have the meanings given such terms in the then current version of the Altera End-User App Agreement (the “**App Agreement**”) for the Mobile Module.
3. Client shall ensure that each Authorized User of the App agrees to, and complies with, the App Agreement. Client acknowledges that the Authorized Users (i) must “accept” the App Agreement to initially download the App from the Store, and (ii) must “re-accept” the App Agreement each time a new release of, or error correction to, App is downloaded from the App Store.
4. Client may only authorize use of the App to an Authorized User (i) that meets the definition of an “**Authorized User**” as set forth in the App Agreement, (ii) that has been sufficiently trained by Client to use the App, and (iii) that has passed any associated testing and certification required by Client for the App.
5. There are two different intended uses for the App depending on the intended use of the Device on which the App is downloaded. If the App is downloaded on Client-owned or leased Device to support Client’s delivery of medical care in Client’s clinical setting (each a “**Community Device**”), then Client’s nurses and ancillary staff members may use the App on such Devices. Community Devices containing the App may be rotated to different nurses and ancillary staff members as they rotate on and off duty at Client’s clinical setting. If, on the other hand, the App is downloaded on a personal Device owned or leased by an individual physician or advanced care practitioner (each a “**Personal Device**”), then App may only be used by the personal owner of such Device.
6. Client is responsible for any unauthorized access or use of the App by an Authorized User or unauthorized disclosure of data through the access or use of the App by an Authorized User authorized by Client. Client shall fully utilize and employ the security and authentication features of Mobile Module to monitor and prevent unauthorized access and use of the App and the unauthorized disclosure of data through the access or use of the App. With respect to the App used on Personal Devices, unauthorized use includes an Authorized User of an App allowing another individual (including another Authorized User) to use such Authorized User’s Device that contains the App. With respect to the App used on Community Devices, unauthorized use includes an Authorized User of an App allowing another individual (including another Authorized User) to use the Device containing the App that was issued to such Authorized User by Client during the Authorized User’s rotation at the Client’s clinical setting.
7. Client acknowledges that the App is only compatible on permitted “**Devices**”, as defined in the App Agreement, and use with other Devices is prohibited.
8. Client shall designate an employee of Client as the “**Client Mobility Support Leader**”. Client shall notify Altera of the identity of the Client Mobility Support Leader. Only the Client Mobility Support Leader or its designee may contact or communicate with Altera for Support Services. Client shall not permit Authorized Users to contact Altera for Support Services for the Apps.
9. Client must use each Mobile Module in accordance with any Altera designated hardware configuration.
10. All or certain components of Sunrise Air (“**Cloud Sunrise Air**”) are hosted and managed by Altera cloud vendor on a cloud computing environment (the “**Cloud Platform**”). The Cloud Sunrise Air is a multi-tenant environment; that is, all customers of Cloud Sunrise Air will be on the same instance of the production environment of Cloud Sunrise Air on the Cloud Platform. Each customer of Cloud Sunrise Air will have a dedicated database that is segmented by customer and that interacts with the Cloud Sunrise Air production environment. The Cloud Platform is accessible by Client over the internet. From time to time, Altera will implement error corrections, updates and new versions to the Cloud Sunrise Air production environment for all of its customers (including Client). Additional services from Altera for additional fees may be required to fully utilize the error corrections, updates and new releases (such as configuration and activation activities). Altera has the right to shutdown Cloud Sunrise Air at any time for any emergency situation. Altera may also shut down Cloud Sunrise Air to implement updates and patches by providing at least one (1) business days prior notice to Client.