

Sunrise™ CarePath
Specific Terms

1. Sunrise CarePath is a patient portal that patients of the Client can utilize to, among other things, schedule appointments, send and receive secure messages with healthcare providers and receive lab results. The App for Sunrise CarePath is available on the mobile devices specified by Altera in the then current Documentation for Sunrise CarePath.

2. **Authorized Users and Apps.**

- a. Patients of Client that are authorized by the Client to use the App may download the App from the Altera designated download mediums in the then current Documentation for the 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 Sunrise CarePath.
- b. 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.
- c. Client acknowledges that the App is only compatible on permitted **“Devices”**, as defined in the App Agreement, and use with other Devices is prohibited.

3. **Terms of Use and Privacy Policy.**

- a. Sunrise CarePath allows Clients to display the Client’s privacy policy and/or notice and/or Client’s notice of privacy practices (the **“Client Privacy Policy”**) that inform users/patients of Sunrise CarePath of the information use, processing, collection, disclosure, management, and security practices of Client’s Sunrise CarePath. A link to the Privacy Policy will be automatically placed by Client on Client’s Sunrise CarePath.
- b. Sunrise CarePath allows client to display the terms of service (the **“Consumer/Patient Terms of Service”**), that inform users/patients of their responsibilities for proper use of that site. Client shall place its Consumer/Patient Terms of Services on Client’s Sunrise CarePath. All registered consumer/patient users of the Sunrise CarePath will be required to read and accept such Consumer/Patient Terms of Service. A link to the Consumer/Patient Terms of Service will be automatically placed by Client on Client’s Sunrise CarePath. Client shall also comply with the Consumer/Patient Terms of Service and not take any action prohibited by users in the Consumer/Patient Terms of Service.

4. **Required Terms for Consumer/Patient Terms of Service.** Client shall include the following terms in its Consumer/Patient Terms of Service.

- a. Sunrise CarePath is provided to you for your personal use only and to provide information, education, and communication. Emergency or urgent situations requiring immediate attention should not be submitted electronically through use of Sunrise CarePath, but users should instead call the patient’s doctor, immediately go to the nearest Emergency Department or call 911.
- b. You understand and agree that the use of the App for Sunrise CarePath is entirely at your own discretion and neither Client nor Altera will be liable for use of Sunrise CarePath as provided herein and in the Terms of Use.
- c. You may download and use the App solely for your own personal, non-commercial use. You may not disassemble, reverse compile or reverse engineer the App or otherwise attempt to obtain or derive the source code or the underlying ideas of the App. You may not alter, modify, enhance or prepare any derivative work from or of the App. You may not copy or reproduce the App. You may not sublicense,

distribute, transfer, sell, rent, lease or lend the App. You may not alter or remove any proprietary notices (such as trademarks or logos) in the App. You may not engage in any conduct that has a harmful impact on the App or on other users. All the restrictions listed above are prohibited whether done directly or indirectly by you. You may not cause or permit any party to do any of the prohibited actions listed above.

- d. Although the App for Sunrise CarePath displays certain information from a patient's medical record, it does not display all information from a patient's medical record. Sunrise CarePath is not intended to be a replica of a patient's medical record. Ask your health care provider for a complete copy of your medical record.
 - e. You may not store, possess, or transmit any information in the App for Sunrise CarePath, the possession, creation, or transmission of which violates any state, local or federal law or regulation, including without limitation, those laws and/or regulations regarding patient data, Children's Online Privacy Protection Act ("COPPA"), stolen materials, obscene materials, or child pornography.
 - f. The App for Sunrise CarePath is provided on an as-is basis with no representations, warranties or covenants of any kind whatsoever and you assume all risk of loss in using the App. Neither Client nor its Licensors shall have any responsibility, and cannot be liable for any damages related to your use of the App, including for any viruses that may infect, your mobile phone or device, computer equipment or other property on account of (a) you downloading the App, (b) access to, use of, or browsing in the App, or (c) your downloading of any materials, data, text, images, video, or audio from the App.
 - g. You acknowledge the risk to the privacy and security of protected health information ("PHI")/Personal Data/Personal Information being transmitted in an unencrypted format (via electronic mail or otherwise) through the use of Sunrise CarePath App, that the user/patient should choose only encrypted transmissions. If you prefer unencrypted transmissions, you understand, acknowledge, and agree to take on such risk. Altera shall not be responsible or liable for the transmission of PHI/Personal Data/Personal Information using the Sunrise CarePath App;
 - h. You acknowledge that Sunrise CarePath is not intended for use by children younger than 18 years old and you shall not make Sunrise CarePath available for use by children younger than 18 years old. You are solely responsible and liable for ensuring that only adults 18 years or older open a Sunrise CarePath account. However, parents or guardians of a patient may elect to establish a Sunrise CarePath account for their children through the Sunrise CarePath App as a personal representative using the parent's or guardian's email address and, in doing so, expressly consents to the use and disclosure of such information. Altera will not be responsible or liable for the use of Sunrise CarePath by children younger than 18 years old.
 - i. You shall not transmit any data or information over Sunrise CarePath that infringes upon or misappropriates the intellectual property or privacy rights of any third-party.
5. **External Links for Payment.** Client acknowledges that: (a) the Sunrise CarePath App may include external links that redirect to their third-party payer and/or bill pay systems, (b) Client shall be solely and fully responsible and liable for the privacy, security, and compliance of such external site; and (c) acknowledges that Altera has no responsibility or liability for any privacy, security, and/or compliance of such external sites, including without limitation, Payment Card Industry Data Security Standard ("PCI DSS") or other compliance. Client acknowledges and agrees that any links made available to a third-party's web site will cause the user to exit both Sunrise CarePath. Client is solely responsible and liable for obtaining permission to use all items of content displayed within, or linked to, Client's Sunrise CarePath. Client further acknowledges and agrees that these third-party sites are not under Altera's control and agrees that Altera is not responsible or liable for the privacy, security, confidentiality, content, practices, and/or policies of any such linked site.

6. **Restrictions.** Client represents and warrants that it shall not do any of the following with or through Sunrise CarePath:
- a. modify, condense, or otherwise alter in any way Sunrise CarePath or display any item, data, or information that has been modified, condensed, or otherwise altered.
 - b. place, display, or permit the placement or display of any advertising or promotional materials for any products or services of Client and/or any third-party.
 - c. place or display any data or information that implies any endorsement, sponsorship, guarantee, or assumption of responsibility for Client's services or products by Altera or any third-party.
 - d. display the logos of Altera or any third-party from whom Client have not received specific permission to display the logo (except for the logos of Altera as they may be automatically displayed by the Site Builder Utilities or as part of Client's Sunrise CarePath).
 - e. attempt to remove, or remove, alter, or disable the Altera logos or the links to the Privacy Policy and Consumer/Patient Terms of Service.
7. **Practice of Medicine.** Client agrees that only appropriately licensed medical providers ("Providers") shall assess, diagnose, and recommend treatment for patients. Client acknowledges and agrees that Altera is not engaged in the practice of medicine through the provision of the services contemplated herein. Client shall take all actions required to ensure that its use of Sunrise CarePath is in compliance with all applicable laws, rules, regulations, and professional standards. Client shall be solely responsible and liable for verifying the identity and authenticity of Sunrise CarePath and users/patients. Neither party shall interfere with, control, or otherwise influence the Provider-patient relationship established between a Provider and a patient. ALTERA SHALL NOT HAVE ANY OBLIGATION, RESPONSIBILITY OR LIABILITY FOR ANY PROVIDER'S PROVISION OF PROFESSIONAL SERVICES.