

## Altera Sunrise Software Addendum

This Altera Sunrise Software Addendum applies to the Sunrise Software and associated Documentation (collectively, "**Sunrise Software**"). In the event of a conflict between the Agreement, the Client Order, and this Sunrise Software Addendum, this Sunrise Software Addendum shall control over the conflicting provisions of the Agreement and/or Client Order.

**1. Additional Support Terms.** All of the following terms are subject to the additional support terms set forth in the Agreement.

### 1.1. Support Service Levels.

a) Classification. Client, acting reasonably and based upon objective factors, shall classify its requests for Error Corrections consistent with the following descriptions:

Severity Level	Definition
<b>Critical</b>	<ul style="list-style-type: none"> <li>• Issue affecting single critical production function</li> <li>• System down or operating in materially degraded state</li> <li>• Data integrity at risk</li> <li>• Material financial impact</li> </ul>
<b>High</b>	<ul style="list-style-type: none"> <li>• Primary workflow module failure that materially impairs its performance</li> <li>• Data entry or access is impaired for a majority of users</li> </ul>
<b>Medium</b>	<ul style="list-style-type: none"> <li>• System is operating with minor issues that can be circumvented</li> <li>• Data entry or access is impaired</li> </ul>
<b>Low</b>	<ul style="list-style-type: none"> <li>• Request for assistance or information that is routine in nature</li> </ul>

b) Communication. Support Services for Support Requests that are then-duly classified and noticed as Critical ("**Critical Requests**") will be available to Client on a twenty-four hour, seven days a week, three hundred sixty-five days a year (24x7x365) basis, and Support Services for other Support Requests will be available during Business Hours. Support Requests must be made by Authorized Users only and, except for Critical Requests, such Authorized Users must be properly trained (and Altera-certified, as applicable) in the Altera Sunrise Software release(s) to which the Support Request relates. Authorized Users shall communicate with Altera regarding Support Requests in accordance with the applicable Altera specified procedures (as updated from time to time), which, as of the Effective Date, include notifying Altera of Critical Requests via telephone by speaking live to Altera technical support personnel. "**Business Hours**" means Altera then-designated business hours during any Business Day (which shall include at least ten (10) hours per Business Day); a "**Business Hour**" is an hour falling within such Business Hours; and "**Business Day**" means any day other than a Saturday, Sunday, or Altera then-recognized holiday.

c) SLAs. Altera shall provide Support Services for each duly classified and noticed Support Request in accordance with the following service levels until Altera provides Client the corresponding Error Correction ("**Resolved**") (specified time periods will be measured using Altera' support tracking applications and service logs):

Severity level	SLA
Critical	Altera will engage on the Support Request within thirty (30) minutes of Altera' receipt thereof (" <b>Receipt</b> "). Altera will thereafter work continuously to diagnose the corresponding Errors, formulate a plan to address any such Errors, and execute that plan (collectively, provide " <b>Error Support</b> "), and will interact with Client at least daily until resolved.
High	Altera will engage on the Support Request within four (4) Business Hours of

	Receipt. Altera will thereafter work diligently during Business Hours to provide Error Support and will interact with Client at least weekly
Medium	Altera will engage on the Support Request within eight (8) Business Hours of Receipt. Altera will thereafter work diligently during Business Hours to provide Error Support and will interact with Client on a periodic basis as appropriate to keep Client reasonably informed of developments towards a resolution
Low	Altera will engage on the Support Request within sixteen (16) Business Hours of Receipt. Altera will thereafter work as available during Business Hours to provide Error Support.

d) Escalation. With respect to any Critical Request, until Resolved, Altera shall escalate that Support Request within sixty (60) minutes of Receipt to the appropriate Altera management personnel (as designated by Altera), including the SVP of Altera Product Support.

1.2. Old Sunrise Releases. If Client is using any Old Sunrise Release, Altera may, upon at least six (6) months advance notice, increase on a go forward basis the then-effective, recurring Support Services fees ("**Current Rate**") by up to fifty percent (50%) and thereafter, upon at least sixty (60) days advance notice, by up to a further thirty-three percent (33%) (amounting to a potential aggregate 100% increase of the Current Rate). An "**Old Sunrise Release**" means (a) any release of any Altera Sunrise Software other than the then-current release and the immediately preceding release, or (b) any Third Party Software release designated by the applicable third party vendor or Altera to be non-current. Upon at least ninety (90) days advance notice, Altera may designate any Old Sunrise Release to also be a "**Sunset Release**" (whether or not Altera has previously increased the associated Current Rate). At any time, upon notice, Altera may terminate (with or without cause) Support Services for any Sunset Release (and the *pro rata* portion of Client's remaining Support Services fees corresponding to that Sunset Release for the then-unexpired portion of the corresponding Support Term).

**2. Client Responsibilities**. Without limiting the applicability of the Agreement, except as otherwise specified herein, it is Client's sole responsibility to provide and manage, and provide for disaster recovery and business continuity with respect to, the systems and environment to run the Sunrise Materials, and make appropriate provision for back-up of Client Data consistent with Client's needs. Client shall (at its expense) register four (4) or more of its employees to attend any applicable annual client conference (as designated by Altera) held during the Support Term.

**3. Client App Rules**. Client may share and obtain and use Client Apps developed by others only as expressly permitted by rules Altera may in its discretion establish and modify from time to time ("**Client App Rules**", incorporated herein by this reference). The Client App Rules as of the Effective Date are as follows:

3.1. Non-Commercial Customer Sharing. Client (and Authorized Users) may share Client Apps it has developed in accordance with the Documentation with other Altera customers of the same underlying Software, and obtain and internally use Client Apps developed and provided by (or on behalf of) other such customers; provided that, in each case, Client engages in such activities only (a) on a non-commercial basis (*i.e.*, without the payment or receipt of any fees or other forms of compensation), (b) without obtaining or providing any representations or warranties, and (c) otherwise in compliance with the this Agreement.

3.2. Commercial Distribution by ADP Developers. Client (and Authorized Users) may obtain and internally use Client Apps developed and provided by (or on behalf of) third parties on a commercial basis, provided that: (i) the Support Term for the applicable Sunrise Materials has not expired or been terminated; (ii) such third parties are duly enrolled developers in the Altera Developer Program ("**ADP**"); (iii) such Client Apps are duly registered with Altera for commercial distribution under the ADP; and (iv) Client agrees to the applicable end user terms and conditions required under the ADP. Client may obtain information on enrolled developers and the registration status of Client Apps via the Intranet or other means to be specified by Altera from time to time.

3.3. Commercial Distribution to Other Customers. Client may share Client Apps with other Altera customers on a commercial basis only as expressly authorized under a separate, written, signed ADP agreement with Altera.

**4. CPT Codes.** Client acknowledges that the use of certain Sunrise Software 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 reason, Client must obtain a license from the AMA.

**5. Use of Data.** Client agrees that Altera may collect and use Client data and related information to facilitate the provision of software updates, product support, and other products and services, including for benchmark services and to improve its products or to provide services or technologies.

**6. Third Party Software.** Although Altera will attempt to meet the above Support SLA for Third Party Software for the above product suites, Client acknowledges and agrees that Altera's ability to perform such services may be dependent on the cooperation and support of the applicable third party vendor. Notwithstanding anything else, this Support SLA shall not apply with respect to any designated Third Party Software that has an associated EULA that separately addresses applicable service levels for that Third Party Software.