

Altera TouchWorks Mobile Terms

These terms apply to the Touchworks Mobile 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, these terms shall control over the conflicting provisions.

1. The App for Altera TouchWorks Mobile is available on the mobile devices as specified by Altera in the then current Documentation for each product.
2. Authorized Users of Altera TouchWorks Mobile may download the App from the Altera designated download mediums in the then current Documentation for the product (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 Altera TouchWorks Mobile, as applicable.
3. Client shall ensure that each Authorized User of the App for each Mobile Module agrees to, and complies with, the App Agreement for such Mobile Module. 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. The intended use of the App for Altera TouchWorks Mobile is for Client's providers, mid-levels, other health care professionals and staff members to use the App on Client-owned or leased Devices to support Client's delivery of medical care in Client's clinical setting. The Devices containing the App may be rotated to different providers, nurses and ancillary staff members as they rotate on and off duty at Client's clinical setting.
6. Client is responsible for any unauthorized access or use of 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 Modules 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 Altera TouchWorks Mobile, 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 or 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 for each Mobile Module is only compatible on permitted "**Devices**", as defined in the App Agreement for such Mobile Module, and use with other Devices is prohibited.
8. Client must use the Mobile Modules in accordance with any Altera designated hardware configuration.
9. For Touchworks Mobile, 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 for the Mobile Modules. Client shall not permit Authorized Users to contact Altera for Support Services for the Apps for the Mobile Modules.
10. For Touchworks Mobile, Client acknowledges that each Mobile Module is a necessary component to utilization of the App for such Mobile Module.
11. For TouchWorks Mobile, Altera may offer sleeves with scanner functionality and related accessories ("**Sleeves**") for purchase in connection with the use of the App for Altera TouchWorks Mobile on permitted Devices. The Sleeves vary by Device type so Client must purchase Sleeves that correspond to the type of Device(s) Client intends to utilize with the App. Each Sleeve may only be used with one Device. The Sleeves constitute hardware manufactured by a third party vendor. Altera makes no representations, warranties or other commitments regarding the Sleeves. To the extent assignable by Altera to Client, Altera assigns to Client any third party warranties and indemnities for the Sleeves. Client's sole and exclusive remedy for the breach of any such third party obligations shall be against the applicable third party manufacturer or vendor, and not against Altera.