

SUNRISE COMMUNITY CARE TERMS

These Sunrise Community Care Terms ("**Sunrise Community Care Terms**") apply to the Sunrise Community Care subscription service. The Sunrise Community Care Terms are hereby made a part of and amend that certain executed written agreement between Altera and Client ("**Agreement**") and shall govern in the event of any conflict with any other portions of the Agreement.

- 1. General.** Client agrees to use Sunrise Community Care only (a) in accordance with the then-current and designated user documentation for Sunrise Community Care, and (b) in support of Client's business of providing patient care. Client's obligations that apply to purchased subscription services and/or services generally under the Agreement that are consistent with these Sunrise Community Care Terms shall apply to Sunrise Community Care. Client's Sunrise Community Care access and use rights and all of Altera's obligations related thereto are subject to Client's compliance with its fee payment and other obligations under the Agreement (including these terms) that are applicable to Sunrise Community Care.
- 2. Implementation & Interfaces.** Altera will provide Client with professional services for Sunrise Community Care that are set forth in the applicable Client Order. The implementation will include the (i) uploading of Client selected clinical data to the Cloud Platform, and (ii) the implementation of Client selected and ordered interfaces. Ordered interfaces will be developed by Sunrise Community Care in accordance with Sunrise Community Care's then-designated methodology and customary practice.
- 3. Support.** Altera will provide call support in accordance with the support services set forth in [Exhibit A](#).
- 4. Third Party Components.** Sunrise Community Care is operated and hosted on a cloud computing environment by Altera cloud vendor (the "**Cloud Platform**"). Sunrise Community Care also contains third party content and software (the "**Third Party Software**"). Altera may subcontract all or any portion of Sunrise Community Care solution to third parties.
- 5. Cloud Platform Services.** Sunrise Community Care is accessible to end users over the internet, but certain functions of Sunrise Community Care (for example, printing, interfaces, etc.) require a Client-provided Virtual Private Network end point for utilization (the "**VPN Requirements**"). Each customer of Sunrise Community Care (including Client) will have a dedicated instance of Sunrise Community Care. . From time to time, Altera will implement error corrections, updates and new versions to the Sunrise Community Care production environment for all its customers (including Client). Altera has the right to shutdown Sunrise Community Care at any time for any emergency situation. Altera may also shut down Sunrise Community Care to implement updates and patches by providing at least one (1) business days prior notice to Client. Altera will provide the Cloud Platform Services set forth in [Exhibit B](#).
- 6. Content.** Any content available within Sunrise Community Care is not a substitute for the professional judgment of healthcare providers in diagnosing and treating patients and Sunrise Community Care is not designed for use in medical emergencies. Altera does not provide medical advice nor does it provide medical or diagnosis services. Altera is not responsible for the accuracy, timeliness, completeness, appropriateness or helpfulness of any content whatsoever nor whether the content is suitable for a patient or end user of Sunrise Community Care. Reliance by Client upon information and content obtained through Sunrise Community Care is solely at the risk of Client and Client's users.
- 7. CPT Codes.** Client acknowledges that the use of certain modules comprising Sunrise Community Care requires Client to obtain a license for appropriate Current Procedure Terminology ("**CPT**") codes directly from the publisher, the American Medical Association ("**AMA**"). Client agrees to obtain such license directly from the AMA.
- 8. 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.
- 9. Client Obligations.**
 - A. Patient information is made available to you under the Health Insurance Portability and Accountability Act ("**HIPAA**") for treatment, payment or healthcare operations purposes. Altera strives to ensure all patient information remains confidential. However, if in the course of using Sunrise Community Care, Client or its

Authorized Users view another customer's patient information, Client and its Authorized Users must immediately cease viewing the content and notify Altera.

- B. Client is responsible for assigning account credentials (including login information and passwords) for each of the Authorized Users of Sunrise Community Care. Client shall ensure that all Authorized Users of Sunrise Community Care keep the account credentials confidential and secure and Client shall implement and maintain appropriate administrative, physical and technical safeguards to prevent unauthorized use of Sunrise Community Care. Such safeguards will comply with federal, state, and local requirements. If someone accesses the Sunrise Community Care using the account credentials of a Sunrise Community Care Authorized User, Altera will rely on those account credentials and will assume that it is the Sunrise Community Care Authorized User who is accessing Sunrise Community Care. Client is solely responsible for any and all use of Sunrise Community Care Authorized User account credentials and all activities that occur under or in connection with such account credentials or by any Authorized Users of Sunrise Community Care. Without limiting any rights which Altera may otherwise have, Altera reserves the right to take any and all actions that it deems appropriate to address account credential security issues, including terminating account credentials, changing a password, or requesting additional information to authorize activities related to an Authorized User of Sunrise Community Care. In no event and under no circumstances will Altera be liable for any damages or other liability arising from any such action or any compromise of the confidentiality of any account credentials arising from Client's or its Sunrise Community Care Authorized Users acts or omissions. Client will notify Altera immediately if it becomes aware that any account credentials have been or are being used without authorization, and will notify Altera of any Authorized Users that are no longer employed by the Client.
- C. Client is responsible for providing Altera with the data (including patient data) in the Altera requested format to upload into Sunrise Community Care. In providing data, Client shall comply with the Altera' recommended specifications. Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data uploaded or otherwise made available by Client and its Sunrise Community Care Authorized Users. Prior to providing any data to Sunrise Community Care, Client will ensure that all third party consents and/or permissions that may be necessary or appropriate with respect to such data have been obtained. Client represents and warrants that data provided to Altera for uploading to Sunrise Community Care is not the primary source or repository of the data.
- D. Client is solely responsible for any and all costs and fees in connection with accessing and using Sunrise Community Care, including Internet service provider fees, telecommunications fees, and the costs of equipment used by Client to access Sunrise Community Care. Client acknowledges that Altera has no delivery obligation and will not ship copies of any Sunrise Community Care software to Client. Client agrees that it does not acquire any right to use Sunrise Community Care in excess of the scope and/or duration expressly provided hereunder. Upon the end of the purchased subscription term, Client's right to access or use Sunrise Community Care shall terminate.
- E. Client may not use Sunrise Community Care in any way that: (a) accesses or copies any data or information of other clients or Sunrise Community Care Authorized Users without their consent, (b) interferes with or disrupts the integrity or performance of Sunrise Community Care or the data contained therein, or (c) harasses or interferes with another client's use of Sunrise Community Care.
- F. Altera may suspend access to Sunrise Community Care for any of the following reasons: (i) Altera reasonably believes that Sunrise Community Care is being used in violation of this Agreement; (ii) Client fails to cooperate with Altera' reasonable investigation of any suspected violation of this Agreement; (iii) Altera believes there is a threat to the security or technical integrity of Sunrise Community Care; (iv) Altera is required by law, or a regulatory or government body to suspend access to Sunrise Community Care, (v) there is a potential patient safety concern, or (vi) there is another event for which Altera reasonably believes that suspension is necessary to protect Sunrise Community Care or other customers of Sunrise Community Care.
- G. Client will not introduce scripts or other software to Sunrise Community Care unless and until such scripts or software, as well as its installation, have been approved by Altera in advance. Client will provide Altera all reasonably requested or required support and assistance in connection with the performance of any services by Altera hereunder.
- H. From time to time, Altera may audit Client's licensed use counts and the credentials of any users of Sunrise Community Care. Altera may disable access of any user than is not authorized by Client.

10. Contact. Client shall provide Altera with single point of contact for Sunrise Community Care (“**Client Liaison**”). Altera may contact this Client Liaison regarding any issues associated with Sunrise Community Care.

11. Managed Services.

A. Altera shall be responsible for the following services, which shall be provided in accordance with the service levels set forth in Exhibit A:

1. Providing toll-free number for designated Client administrative users to contact application support for Altera Software. Client is responsible for first level support to its end users.
2. End user administration
3. Communicating to client about scheduled maintenance activities
4. Application and content configuration
5. Monitoring and correcting interface data flows
6. Deploying Sunrise Community Care product releases, cumulative updates and new versions.

B. After a Client’s request, Altera will perform the following activities. The target turnaround time is based on the monthly ticket volume below set forth below.

Activity	Target turnaround for up to 90% of requests (days)	Assumed tickets volume (monthly)
Setting up or deleting users in Sunrise Community Care	1	Up to 20
Modify \ build new order	3	Up to 10
Modify \ build new order-set	10	Up to 3
Modify \build new drug	2	Up to 10
Modify \ build new reference range in lab result in the Altera Laboratory module	1	Up to 10
Modify \ build new items in the Surgery module	1	Up to 10
EPCS user’s registration	2	Up to 10
Modify \ build new reports	20	Up to 10
Modify \build new printer	2	Up to 5
Modify \ build new providers	2	Up to 10
Modify \ build new documents	20	Up to 10
Modify \ build new charge code	3	Up to 10
Register end user’s stations in the system	1	Up to 10
Modify \ build new insurance	10	Up to 5

The timeframes are measured from request submission up to implementation on the test environment during business hours. The timeframes are Altera objectives but are not binding and are for informational purposes only.

C. Operational activities required to run Sunrise Community Care solution include but not limited to the following activities in the table below. The frequencies are Altera objectives but are not binding and for informational purposes only.

Activity	Target Frequency
Deploy Multum updates	Monthly
Deploy AMA CPT updates	Monthly
Deploy Altera content updates	Quarterly
Disaster Recovery exercise	Annually

Deploy Microsoft patches	Monthly
Deploy Altera software product releases	Quarterly
Deploy Altera software new versions	Annually

D. Client shall be responsible for:

1. Allowing Altera remote control of desktops to support end users
2. Providing a knowledgeable business resource (super user) from each Client department to act as focal point for training and documentation review.
3. Instructing Authorized Users to use Altera web-based portal to facilitate self-help.

Exhibit A to Sunrise Community Care Terms

SERVICE LEVEL

1. Classification. Client, acting reasonably and based upon objective factors, shall classify its requests for Error Corrections consistent with the descriptions below. Altera shall be obligated to address such requests only if and to the extent they arise from Errors (each such request Altera is obligated to address is referred to herein as a “**Support Request**”). Altera may, upon consultation with Client, from time to time, re-classify any Support Request to reflect changes in the associated operational impact on Client due to the provision of an interim resolution or any other change in circumstances, provided that each such re-classification is consistent with the descriptions below.

Severity	Definition of Issue	Response Time	Further Updates to Client
Critical	<ul style="list-style-type: none"> • Issue affecting single critical production function • System down or operating in materially degraded state • Data integrity at risk • Material financial impact 	Initial response within 2. 30 minutes 24x7x365	Daily until resolved or mutually agreed upon
High	<ul style="list-style-type: none"> • Primary workflow module failure that materially impairs its performance • Data entry or access is impaired for a majority of users 	Initial response within 4 Business Hours.	Weekly until resolved
Medium	<ul style="list-style-type: none"> • System is operating with minor issues that can be circumvented • Data entry or access is impaired on a limited basis 	Initial response within 8 Business Hours.	On a periodic basis as appropriate to keep Client informed.
Low	<ul style="list-style-type: none"> • Request for assistance, information, or routine services3. 	Initial response within 4. 16 Business Hours.	As available

2. 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 in and certified by Altera for use of the Software release(s) to which the Support Request relates. Authorized Users shall (a) notify Altera of Support Requests via telephone, fax or email, or other Altera provided mechanisms, provided that notification of any Critical Requests shall be made only by telephone by speaking live to Global Service Desk support personnel, and (b) otherwise interact with Altera regarding Support Requests in accordance with the Altera specified procedures (as updated from time to time). “**Business Hours**” means Altera then-standard business hours during any Business Day (which shall include at least twelve (12) 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 U.S. federal holiday.

3. Client Cooperation. As soon as practicable, Client shall advise Altera of any known Error that could jeopardize patient safety or performance of Sunrise Community Care. Client shall warn applicable Authorized Users of known Errors in a timely fashion and take other reasonable steps to minimize risk, including curtailing and modifying use of the portion of the Sunrise Community Care containing or adversely affected by any such Error until Client confirms through its own testing that the Error has been corrected.

4. 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.

5. 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’ 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.

Exhibit B to Sunrise Community Care Terms
Cloud Platform Service

General Description: During the purchased subscription term, Altera will provide Client the services in this Exhibit (the "**Cloud Platform Services**") for Sunrise Community Care and Client's transaction data then-stored within the Sunrise Community Care production environment ("**Cloud Data**") all at the Altera designated facility. Altera will supply and determine the location, elements, and configuration of the shared cloud infrastructure (which Client may access remotely, but do not otherwise obtain any interests in).

Application Maintenance Services: Starting on go live, Altera shall provide the following services for Sunrise Community Care (collectively, the "**Application Maintenance Services**").

- Production Environment. Provide Client with one production environment for Sunrise Community Care, which is the active environment in which Client will actively interact and use Sunrise Community Care.
- Test\Training Environment. Provide Client with one test environment for Sunrise Community Care, which is accessible during Business Hours and is the environment in which Client will test the Sunrise Community Care. This environment may also be utilized for training purposes.
- Patch Management. Identify and test Updates in a test environment. Client will assist validating Updates.
- Database Administration. Monitor and tune the production database for Sunrise Community Care.
- Cloud resources monitoring and performance tuning.
- Connectivity Services. Excluding any VPN Requirements, provide Client with access to the production environment for Sunrise Community Care over any Internet accessible device that meets or exceeds the then published Altera System Environment Specifications (SES) outbound security and bandwidth requirements of the Sunrise Community Care version.
- Internal data flow management.

Disaster Recovery. Altera shall maintain and implement disaster recovery and avoidance procedures designed to mitigate interruption caused by any disaster ("**Disaster Recovery Plan**"). Altera shall, upon Client's written request, provide Client with documentation of its current Disaster Recovery Plan. On at least an annual basis, Altera shall review and update, if necessary, its Disaster Recovery Plan. Altera will periodically replicate the Cloud Data in the Client's production environment to a SQL backup dedicated database at a secondary site (the "**DR Site**"). In the event of a Disaster, Altera will notify Client of the Disaster and at no expense to the Client, shall recover the Cloud Platform Services using the disaster recovery environment at the DR Site. Such recovery shall occur within 48 hours of the Disaster notice provided by Altera. A Disaster will result in a loss of any data generated in the production environment after the last replication preceding the Disaster. "**Disaster**" means any time period during which the production environments for all of the customers at the Data Center are unavailable and Altera determines it cannot restore all of the customer environments at the Data Center in an acceptable timeframe such that will be in best interest of the Altera remote hosting customer base to resume such the Cloud Platform Services at the DR Site. Only Altera may declare a Disaster.

Data Backups & Restoration. Data backup services will be provided to protect against data corruption and the complete loss of Cloud Data related to the Sunrise Community Care and Data. Backups of Cloud Data will be taken in the production environment at the primary facility and/or the DR Site on a daily basis and retained for no less than 7 days (and thereafter Altera may destroy/erase such backup). If any Cloud Data is lost, unintentionally destroyed, or corrupted within the production or disaster recovery environment databases (a "**Data Problem**"), Altera will, if Client notifies Altera, use reasonable efforts to recover the affected Cloud Data from any then-existing backup maintained by Altera. Altera may, provided it advises Client in advance, charge its then-standard Professional Services hourly rate for such efforts if the Data Problem was not directly caused by Altera's breach of this Agreement. These restoration efforts provide Client its sole and exclusive remedy and Altera's sole liability related to any Data Problems.

Security & Compliance. Altera has implemented a security management program based closely with the ISO 27001 Information Security Management System (ISMS). Applicable controls were selected from the list of 133 ISO controls based upon alignment with various legal, regulatory, and contractual requirements, including HIPAA and the Omnibus Rule. Altera enterprise-wide security policy is cross referenced to the HIPAA Standards and include other controls applicable to Altera's world- wide operations. The numbering schema from the original ISO 27002 remains in the policies to facilitate rapid auditing. Supporting the enterprise-wide strategic security policy are individual policies, procedures, and handbooks outlining the specific requirements above.

System Availability: As part of the Cloud Platform Services and starting on go live of the production environment, Altera will maintain availability of the production environment for Sunrise Community Care ("**System Availability**") at least 99.5% of the time during each calendar month ("**Availability Objective**"). System Availability is calculated by dividing the number of minutes the production environment was available for a calendar month by the total minutes in a calendar month after the Exclusions are deducted. "**Exclusions**" include any time that the Cloud Platform Services are inoperable or unavailable due to any of the following (1) mutually agreed upon scheduled downtime; (2) regularly scheduled downtime to be performed monthly for up to one hundred eighty (180) minutes per month on a day and time mutually agreed upon between Altera and Client, (3) Altera is given an "alert" by an operating system vendor to install one or more patches for any virus(es) or other exigent and unanticipated reason; (4) outages or issues with the public internet; (5) outages or failures of Client systems or Client software; (6) Client and/or Altera are loading a new release, hot fix, or service pack in the production environment, (7) any force majeure event or Disaster; (8) any material Client breach of the Agreement, (9) systems software or application software other than the Sunrise Community Care; (10) the Sunrise Community Care is not used in accordance with the applicable documentation; (11) Client exceeds the volumes for the Sunrise Community Care permitted in the Agreement; (12) Client exceeds the allowable number of users in Client's production environment; (13) batch processing; or (14) any Dependency (as defined below). The availability of Sunrise Community Care is tracked at the point of demarcation which is the Internet presence of the data center (i.e., Client site or third party transmission issues are not included in the System Availability target). System Availability is measured on a per calendar month basis and resultant reports will be made available to Client.

If Altera fails to satisfy the Availability Objective during a calendar month as demonstrated by Altera monthly report (other than the first month Altera fails to meet the Availability Objective), then Client shall, upon written request to Altera (which must be provided within thirty (30) days of Altera delivery of the report for such month), be entitled to a service level credit (each a "**Credit**") for such month equal to (i) the applicable percentage in the System Availability and Credit Chart below which varies depending on the System Availability for such month, multiplied by (ii) the average of the Monthly Fee paid by Client to Altera over the six (6) month period prior to the month in which Altera missed the Availability Objective. The Credits above are Client's sole and exclusive remedies and Altera's sole liability related to Altera's failure to satisfy the Availability Objective.

System Availability %	Applicable Credit
Less than 99.5% and greater than or equal to 99.4%	2.00%
Less than 99.4% and greater than or equal to 99.3%	4.00%
Less than 99.3% and greater than or equal to 99.2%	6.00%
Less than 99.2% and greater than or equal to 99.1%	8.00%
Less than 99.1%	10.00%

Data Return: Client may receive a copy of the Cloud Data per the following 2-step process. First, Client must provide Altera with written notice expressly requesting a copy of Client's Cloud Data at least ninety (90) days prior to the End Date. Second, Client must promptly pay Altera's then-standard fees and expenses (as applicable) for the data return service. After payment of such fees, Altera will, in turn, as soon as commercially practicable, provide Client a version of the Cloud Data that is then-stored within the Sunrise Community Care via Altera's then-standard means and format (which will be read compatible with a supported release of the subject Sunrise Community Care). After the End Date, Client is in charge of implementing and hosting the Sunrise Community Care and Cloud Data in the Client-selected replacement environment(s). Client may engage Altera on a fee basis to assist in any such implementation as mutually agreed in a Client Order.

Read-Only Environment. Client shall have the option to have to transition to a read-only environment in six (6) month terms that automatically renew unless either party provides notice of non-renewal at least ninety (90) days prior to the end of the current six month term. Client must provide Altera with written notice exercising the option and the parties will enter into a new Client Order setting the terms and fees for the read-only environment services.

Transition Assistance. After Altera receives a properly provided notice of termination of the Agreement from Client, Altera will provide reasonable transition assistance at Altera standard rate fees under a mutually agreeable statement of work prior. Any transition services will be provided prior to the termination of the Agreement.

Client Responsibilities. Client is solely responsible for the following:

- Procurement, installation and support of Client’s Internet services, Client’s end of the interfaces, all hardware, software, print drivers, networks (including the local area network (LAN)) and other workstation devices used by Client at any of Client’s locations to access and use the Cloud Platform Services (“**Client Systems**”).
- Maintenance of an active account with an approved hosted faxing partner or an approved on premise fax compatible with Sunrise Community Care.
- Creating ad-hoc reports only within the Altera’ then-specified system resource limitations.
- Any other disaster recovery and business continuity services (including those for the Client Systems), other than the “Disaster Recovery” obligations of Altera set forth herein.
- The privacy and security program of Client’s entire enterprise.
- Maintaining Sunrise Community Care on the then current release or the release immediately preceding the then-current release of Sunrise Community Care.
- Other tasks assigned to Client in this Cloud Platform Services document.
- Complying with the terms of use required by Altera’ cloud vendor.

Client Participation: Client is solely responsible for Client’s Cloud Data and Altera is not required to monitor Client’s Cloud Data. To help ensure service availability and stability, Client agrees to comply with the following Cloud Rules (as may be updated from time to time by Altera) (the “**Cloud Rules**”).

- Client shall not use the Cloud Platform Services to transmit any data that Client knows is tortious or unlawful, violates any third party rights or interests, or contains any disabling device.
- Client shall deploy an appropriate firewall and use (and shall ensure that each Authorized User uses) commercially reasonable efforts not to transmit any viruses, worms, Trojan horses or other malicious code.
- Client shall be responsible for only utilizing workstations that operate software that meets or exceeds the then published Altera System Environment Specifications (SES) outbound security and bandwidth requirements for Sunrise Community Care.
- Client shall use commercially reasonable efforts to protect the confidentiality and security of any user IDs and passwords.
- Client shall use commercially reasonable efforts not to permit or authorize anyone other than Authorized Users to access and use the Sunrise Community Care or the systems or networks related to the Cloud Platform Services.
- Client shall require that, on each occasion, each Authorized User follows and properly clears the applicable and then-current Altera standard authentication procedures regarding access to Sunrise Community Care.
- Client shall promptly notify Altera of any unauthorized access or use of Software, any associated Cloud Data, or the Cloud Platform Services.
- Client shall not perform any vulnerability scans or penetration testing within the test or production environments for Sunrise Community Care.

Dependencies: Altera shall not be responsible for, and shall not incur any liabilities or incur any damages for a failure to perform its obligations if such failure is due to, or a result of, in whole or in part, any Exclusion or any Client violation of a Cloud Rule or a Client Responsibility (each, a “**Dependency**”).