

## **Sunrise Connect Terms**

The following terms apply to the Sunrise Connect subscription service ("Sunrise Connect") and the related support services. These terms are hereby made a part of and amend the Agreement and shall govern in the event of any conflict with any other portions of the Agreement.

1. Sunrise Connect is a "Software-as-a-Service" licensed on a subscription basis. During the subscription term and if purchased in a Client Order, Altera hereby grants to Client a limited, non-exclusive, non-sublicensable, and non-transferrable right to access and use the functionality of Sunrise Connect within the authorized scope and use metric set forth in a Client Order.
2. Sunrise Connect is operated and hosted on a cloud computing environment by Altera cloud vendor (the "Cloud Platform") and is accessible via an interface of an Altera electronic health record software solution (each an "Altera EHR"). Sunrise Connect includes the following Third Party Software: Elastic – Document Search, Clinical Architecture Symedical Terminology Management and Patient Index MPI Provider License (powered by IBM) and as such are subject to Third Party Terms in the Agreement or a client order.
3. Sunrise Connect is an integration solution that is powered by dbMotion. Sunrise Connect allows a Client to connect to members of the Carequality interoperability initiative ("Carequality") through the Altera EHR and exchange Client's electronic health information documents, and including without limitation, Client's patients personally identifiable patient information and PHI ("Data") with Carequality participating organizations ("Participants") with whom the Client shares patients. Client agrees to fully comply with the Carequality Connection EULA at [www.Alterahealth.com/legal](http://www.Alterahealth.com/legal).
4. CCDAs submitted to Sunrise Connect by Client and other Altera customers are organized by patient and may be accessed, used, or disclosed by other Participants who participate in Carequality. As such, once Client transfers Data to Sunrise Connect such Data may not be removed from Sunrise Connect even on termination of Client's license to Sunrise Connect. Client represents and warrants it has received all the necessary consents, authorizations, and/or permissions, if required, to transfer Data to Sunrise Connect, Carequality, and/or the Participants.
5. Altera has the right to shutdown Sunrise Connect at any time for any emergency situation. Altera may also shut down Sunrise Connect to implement updates and patches.
6. THE PARTIES ACKNOWLEDGE AND AGREE THAT ALTERA IS NOT LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES ARISING FROM ALTERA OBLIGATIONS UNDER THESE TERMS. For clarification, Altera activities pursuant to these terms are not a breach of confidentiality, business associate agreement or any other of any other agreement between the parties.