

# ALTERA SUPPORT MANUAL

**V4.0: Effective August 5, 2022**

This Altera Support Manual (“**Support Manual**”) is incorporated in Your Agreement with Altera if and as expressly referenced in that Agreement. It applies to Your ordered support services from Altera for Covered Solutions (and excludes those Solutions that have their own support terms otherwise incorporated in the Agreement), as listed in the applicable ordering portion of the Agreement (“**Order**”), and supplements the provisions related to support specified elsewhere in the Agreement. “**Covered Solutions**” consist of the following Solutions: Touchworks EHR, Altera Document Management, Care Director/Care In Motion; and related Third Party Solutions. Altera will provide You with the support services detailed below for a Covered Solution only during a support term that You have ordered and purchased from Altera for that Covered Solution and provided You are in full compliance with the Covered Solution license terms and Your payment and other obligations under the Agreement. Any capitalized terms used, but not defined in this Support Manual, will have the same meaning ascribed to them elsewhere in the Agreement. Altera may, from time to time, update this Support Manual, with such updates being effective upon being posted to this link or otherwise being made available to You. Altera assures You, however, that, during the applicable support term, the overall level of Covered Solution support Altera is obligated to provide You as of the applicable Order Date is not materially reduced, no matter what updates Altera makes to this Support Manual.

The table below lists our respective promises related to support by topic and provides other related details.

Topic & Altera Promises	Support Details	Client Promises
<b>General Support Process</b>		
<ul style="list-style-type: none"> <li>To provide You with reasonable telephone and web-based support, which may range from addressing application questions to more in-depth technical assistance regarding the Covered Solutions.</li> <li>To log a case for each support request You properly submit and to assign it an applicable priority ranking (see table below).</li> </ul>	<ul style="list-style-type: none"> <li>Support business hours are 8am-6pm, Monday through Friday, Client local time, excluding Altera observed holidays (“<b>Business Hours</b>”), unless an actual Critical Error case is logged whereby Altera will provide 24x7x365 support.</li> <li>Altera is obligated to provide support in English only.</li> <li>Altera’s initial response to a case may result in resolution of the case, or, may help to determine the course of action needed to address the case.</li> <li>Altera’s current contact phone numbers and access to the support portal are located here: <a href="http://www.Alterahealth.com/contact-us">http://www.Alterahealth.com/contact-us</a></li> </ul>	<ul style="list-style-type: none"> <li>Read all Altera supplied installation and release notes before installing a new version of a Solution, and carefully follow Altera’s instructions. Timely notify key Client personnel of applicable changes.</li> <li>Consult applicable online help, documentation, and knowledge base resources made available by Altera for a resolution before submitting a case to Altera for support.</li> <li>Attempt to duplicate the problem to verify an issue and provide Altera related information.</li> </ul>
<b>Altera Solutions</b>		
<ul style="list-style-type: none"> <li>To make available to You, as promptly as reasonably practicable, updates or workarounds that eliminate the material adverse effects of or otherwise correct any Errors.</li> <li>To make available to You updates, if required, so that the Altera Solution can be implemented to include functionalities necessary to allow You to comply with Covered Regulatory Requirements. Altera will provide such required updates within a reasonable and practical timeframe after the applicable regulatory authority has enacted and publicly released the applicable final and binding regulatory requirement.</li> <li>To make available to You enhancements and releases that Altera designates as being applicable to the subject Altera Solution when, as, and if made generally available by Altera to its client base for that Solution. Altera</li> </ul>	<ul style="list-style-type: none"> <li>Altera must correct failures in Altera Solutions that prevent such Solutions, as properly implemented, from functioning substantially in accordance with Altera’s then-applicable and -current functional specifications or Solution Guide, as designated by Altera (“<b>Errors</b>”). Altera will use commercially reasonable efforts to reproduce and verify in its own facilities any potential Error that You advise our support team of, but Client understands that Altera cannot be held responsible to correct issues that Altera cannot so reproduce and verify as Errors.</li> <li>“<b>Covered Regulatory Requirements</b>” are those requirements that are binding upon You in Your use of that Altera Solution, as authorized under the Agreement, and that are (i) Privacy Standards or Security Standards (as defined</li> </ul>	<ul style="list-style-type: none"> <li>Quickly notify Altera if You discover an Error, especially if patients (or their information) would be affected.</li> <li>Provide all information reasonably required or requested by Altera in diagnosing or otherwise addressing the issue.</li> <li>Take other reasonable steps to minimize risk and reduce any adverse effects, including curtailing or changing use of the affected part of the Solution until remediated, and disabling or modifying Client supplied software or other technology that may be contributing to the problem.</li> <li>Implement and activate software updates made available by Altera in Your production environment in accordance with Altera’s instructions and ensure that any such updates that</li> </ul>

<p>provides no representations, warranties or promises regarding the frequency, timing, features or functionality of enhancements or releases.</p> <ul style="list-style-type: none"> <li>For each Altera Solution, Altera must provide standard support for the then-current release of the Solution and the immediately preceding release (releases to be designated by Altera) (each a "Current Release"). However, depending on severity of the Error or Regulatory Requirement and/or other factors, Altera may, in its reasoned discretion, provide certain required updates for the then-current version only.</li> </ul>	<p>in HIPAA), as applied solely to PHI stored within or transmitted from such Altera Solution, and/or (ii) enacted by the U.S. Federal Government and are binding requirements regarding the processing of electronic transactions the Altera Solution is designed to wholly process (as set forth in the Solution Guide) and that are wholly processed within the Altera Solution; including any and all binding modifications or replacements to such regulations.</p>	<p>include Error corrections or that address Regulatory Requirements are so implemented and activated promptly upon receipt.</p> <ul style="list-style-type: none"> <li>To hereby authorize Altera to install updates as and when Altera deems appropriate for Solutions that are designed and provided under a software-as-a-service model.</li> <li>Deployment of updates may require You to acquire and implement timely changes to third party software and other items not supplied by Altera. <ul style="list-style-type: none"> <li>Only permit Altera to make code-level changes or additions to the Solution or to any databases supporting the Solution.</li> </ul> </li> <li>Inform Altera of any material changes in Your computer infrastructure, environment, and/or transaction/user volumes related to any covered Solutions.</li> <li>Use commercially reasonable efforts and tools to diagnose and protect against viruses and other common network issues.</li> </ul>
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**Third Party Solutions**

<ul style="list-style-type: none"> <li>For Third Party Solutions, Altera will either attempt to act as a liaison with the applicable vendor to help resolve a problem with that Solution, or, will refer You to the vendor for direct support, in accordance with that vendor's pass-through terms.</li> <li>Altera must provide such support for those release(s) designated by Altera to be current or, absent any such designation, as designated by the applicable third party vendor (each a "Current Release").</li> </ul>	<ul style="list-style-type: none"> <li>Altera will, as appropriate, assist in describing the issue to the vendor.</li> <li>Altera's ability to provide support for Third Party Solutions may be dependent on the cooperation and support of the applicable third party vendor. Accordingly, for clarification, Altera has no obligation to update any Third Party Solution, or provide a workaround, as a result of any issue arising from such Third Party Solution.</li> </ul>	<p>Same as for Altera Solutions.</p>
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The table below identifies the Altera classification system for support requests properly submitted by Client to correct actual Errors for Current Releases. Altera will use commercially reasonable efforts to respond to each such incident within the corresponding time window set forth below. With respect to each such request, Client will timely notify applicable Authorized Users of the associated issue(s). Altera may, from time to time, re-classify an incident 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.

Table – Severity Level Definitions	
Severity	Initial Response Time (SLA)
<p><b>Critical:</b> Critical severity calls are reserved for:</p> <ul style="list-style-type: none"> <li>Issue affecting single critical production function</li> <li>System down or operating in materially degraded state</li> </ul>	<p>Within 30 Minutes</p>

<ul style="list-style-type: none"> <li>• Data integrity at risk</li> <li>• Material financial impact</li> <li>• Patient Safety impact</li> </ul>	
<b>High:</b> High severity is used for: <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>	Within 4 business hours
<b>Medium:</b> Medium severity is used for: <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 on a limited basis</li> </ul>	Within 8 business hours
<b>Low:</b> Low severity is used for: <ul style="list-style-type: none"> <li>• Request for assistance or information that is routine in nature</li> </ul>	Within 16 business hours

## **Additional Terms**

**1. Medial Care.** Altera provides the following important notices for the use of any Solutions, particularly those designed for clinical use. Altera is not engaged in the practice of medicine. Accordingly, You, as our client, will remain responsible for all decisions, acts, and omissions in connection with Your delivery of medical care or other services to any patients. Before You use Solutions in a live production environment, You should review and test (if technologically feasible) their functionality, content, workflows, and other material aspects, as implemented; make independent decisions about system settings and configuration based upon Your needs, practices, standards and environment; and reach Your own independent determination that they are appropriate for such live production use. Any live production use will confirm that You have made such a determination. All Authorized Users must be appropriately trained in use of the then-deployed release of each Solution prior to its use in a live production environment. The clinical-related Solutions are tools designed to assist Authorized Users in the delivery of medical care. However, they should not be viewed as prescriptive or authoritative. They are not a substitute for independent professional medical judgment of Authorized Users. Any live production use will confirm Your acceptance of clinical responsibility for such use.

**2. Client Support Team.** You agree to train an appropriate number of administrative users who can respond to all Authorized User first-level concerns, and who can train new Authorized Users ("**First-Level User Support**"). For example, such administrative users should be able to: (a) answer Authorized User questions on Solution operation and functionality; (b) respond to questions regarding workstation or handheld device problems; (c) address peripherals and server hardware issues; and (d) install upgrades, updates, or any new releases or versions.

**3. Old Release Premium\***. If Client is using any release other than a Current Release, Altera may, upon at least 3 months advance notice, increase on a go forward basis the then-effective, recurring support fee for the subject Solution by up to 25% ("**Premium**"). If Altera charges for and Client timely pays a Premium, Altera will make commercially reasonable efforts to respond to properly submitted support requests for the corresponding non-Current Release in a timely fashion during normal business hours and may offer any available workarounds, but, notwithstanding anything else, will not be obligated to meet any response windows or provide any code changes for that non-Current Release.

**4. Support Limitations.** Altera support services do not include services to implement any software updates (except for a cloud based saas solution), training services, data backup services, equipment support, services to install or move equipment, support for consumable supplies or accessories (such as ink and printer ribbons), or First-Level User Support. Client should deploy adequate data backup mechanisms and is responsible for verifying that such mechanisms can properly and fully restore data (like financial or clinical data) in the event of loss, and that the backups meet Client's needs. Without limiting other applicable limitations, Altera is not responsible for any Solution problems or unavailability caused, in whole or in part, by (1) Client or third party provided materials, interfaces, content, modifications, equipment, software, and/or other technology that are not expressly and specifically listed as compatible items in the Solution Guide, Documentation, or elsewhere in the Agreement, (2) Client's failure to timely and properly implement any update(s) made available by Altera (except for a cloud based saas solution), (3) Client's failure to remain on a supported version of the operating system, and/or (3) anything else beyond Altera' reasonable control. Unless otherwise stated in any hosing terms, hosted Software is still obligated to these provisions.

\* Does not apply to cloud-based SaaS solutions