

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, Allscripts 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 Allscripts cloud vendor (the "Cloud Platform") and is accessible via an interface of an Allscripts electronic health record software solution (each an "Allscripts EHR").
3. Sunrise Connect is a Carequality integration solution that is powered by dbMotion. Sunrise Connect allows a Client to connect to the Carequality network ("Carequality") through an Allscripts 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.
4. Sunrise Connect provides a single shared tenant platform for Client participants to contribute and view documents from other Participants using the Carequality Framework. Carequality is Third Party Software and, by licensing Sunrise Connect, Client agrees to fully comply with the Carequality Connection EULA at www.allscripts.com/legal. CCDAs submitted to Sunrise Connect by Client and other Allscripts 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. Allscripts has the right to shutdown Sunrise Connect at any time for any emergency situation. Allscripts may also shut down Sunrise Connect to implement updates and patches.
6. Unless otherwise defined in the Agreement and for purposes of the use metric for Sunrise Connect, "Provider" means specially trained and licensed personnel (e.g., medical doctor, doctor of osteopathy, physician assistant, physical therapist, dietician, and advanced registered nurse practitioner) directly billing for patient care services either (a) under his or her name (b) the name of the practice, or (c) under the name of a supervisory Provider who accessed or used the Sunrise Connect at least once annually. Each Sunrise Connect Provider license includes access for three (3) non-Provider Users.
7. Allscripts may, at any time, remotely monitor and audit usage of Sunrise Connect for the purposes of determining compliance with the Agreement. If an audit reveals that Client's use of the Sunrise Connect has exceeded the permitted use metrics, Allscripts may invoice Client for such excess use, including any pro-rated back subscription fees, at Allscripts' then-current rates, and Client shall promptly pay such invoiced fees.
8. THE PARTIES ACKNOWLEDGE AND AGREE THAT ALLSCRIPTS IS NOT LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES ARISING FROM ALLSCRIPTS OBLIGATIONS UNDER THESE TERMS. For clarification, Allscripts activities pursuant to these terms are not a breach of confidentiality, business associate agreement or any other of any other agreement between the parties.