

Professional Services Schedule

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement.

2. Site Readiness. Installation of the Licensed Software shall be governed, if applicable, by a Statement of Work. Client shall be required to sign a declaration of site readiness which certifies: (a) Client Equipment is ready for installation of the Licensed Software ; (b) all external (third-party) systems which need to integrate with the Licensed Software (if applicable) are ready; (c) all installation requirements set forth herein and in the Order Form(s) have been met; (d) Client has a high-speed internet connection from Client Equipment location to the Intelrad Service Portal; (e) except as otherwise set forth in the applicable Order Form, Client's project manager and IT personnel will be available for the implementation process; (f) Client's Equipment network has been configured pursuant to Intelrad requirements; (g) Client's servers and/or other hardware or virtual hardware resources are racked, powered, and network connected; (h) if applicable, Client has installed and configured hypervisor (i) Client has provided its servers' information (e.g. IP addresses, root password, DRAC/iLO connection info, vSphere connection info, etc.); and (j) Client has established VPN connectivity and has confirmed that servers are remotely accessible by Intelrad.

Client must meet equipment specification requirements, as well as additional installation requirements no later than four (4) weeks before the agreed-upon installation date. Prior to the installation date, Intelrad will perform a pre-deployment verification and will advise Client of any non-conformity related to Client Equipment or system infrastructure. Client must correct all non-conformities no later than four (4) weeks before the installation date, and in the case of upgrades, no later than eight (8) weeks before the upgrade date. Failure to remedy any non-conformities prior to the installation or upgrade date may result in Additional Fees due to rescheduling. Client must correct any and all non-conformities before Intelrad can provide any Professional Services.

3. Scheduling of Installation The installation date shall be scheduled by mutual agreement between Client and Intelrad and shall be set at least four (4) weeks after Client confirms site readiness as described herein. The pricing of installation services contained in the applicable Order Form(s) must include travel costs if on-site Installation Services are required. Subject to Intelrad's availability and site readiness, Client may pay additional travel premiums for a compressed installation schedule. Subject to site readiness, Intelrad will use commercially reasonable efforts to start the installation of the Licensed Software on Client Equipment by the agreed upon installation date.

4. Integration of Third-Party Software Integration of a third-party software not affiliated into the Proprietary Licensed Software does not constitute a sponsorship or partnership between the applicable third-party and Intelrad. Furthermore, such integration shall be performed at Client's own risk and Intelrad disclaims all liability for any technical issue caused by the integration not caused by Intelrad.

5. Training Intelrad will provide training as described in the applicable Order Form. Such training shall occur at a time mutually agreed between the Parties, and only after the Licensed Software is installed or once Client has access to the Licensed Software.

5.1. Rescheduling Fees. If Client reschedules or cancels training services or Professional Services less than ten (10) business days prior to the scheduled start of such services, Client shall pay Intelrad the applicable fee for each rescheduled day of training services and/or Professional Services for each of Intelrad's trainers and shall reimburse Intelrad for any travel arrangement costs actually incurred.

5.2 PACS Admin Training. A 25% additional charge will be invoiced when rebooking a PACS Admin Training that was cancelled with more than one (1) week notice. A PACS Admin Training cancelled within one (1) week from the course will not be refunded; attendees can be changed at any time.

6. Meetings During the implementation process, Intelrad and an assigned Client representative will hold meetings as often as reasonably required to review scheduling, budget, and project progress. Failure by Client to attend regular implementation meetings could result in project delays and Additional Fees being charged by Intelrad.

7. Customer Acceptance Beginning promptly following Intelrad’s notification to Client that the applicable Service is installed and configured and available for testing, Client shall (with reasonable assistance from Intelrad) conduct acceptance testing to confirm that the applicable Service performs in compliance with mutually agreed upon acceptance criteria (“**Acceptance Criteria**”) which is to be detailed in the applicable Statement of Work . Client will notify Intelrad in writing (E-mail is sufficient) to accept or reject the applicable Service based on whether or not the applicable Service meets the Acceptance Criteria, except Client will not be allowed to reject any Service: (a) if the reason for such Service’s non-conformance with the Acceptance Criteria is due to factors outside Intelrad’s control, and (b) if the defect is classified as ‘medium’ or ‘low’ according to the Defect Severity table below and confirmed by Intelrad. Client will have no longer than ten (10) days to accept or reject the applicable Service. If Client fails to do so within this timeframe, the applicable Service will be deemed accepted by the Client and Client shall not delay the project due to its failure to exercise its right to accept or reject the applicable Service. In the event Client provides such notice of acceptance of the applicable Service within the required timeframe, the applicable Service will then be deemed to have achieved “Client Acceptance.” Alternatively, if Client rejects the applicable Service in its notice subject to the provisions contained in this paragraph, Client will set forth the reasons why the applicable Service does not comply with the Acceptance Criteria. Intelrad shall have 60 days to cure the reasons for the rejection and re-submit the applicable Service to Client for acceptance using the procedure set forth above. Intelrad will continue to work with Client to address outstanding medium and low defects.

Defect Severity

Severity	Definition
Critical	System is down or cannot be accessed by any user
High	Users are unable to complete one or more critical workflows as defined in the product documentation with no workarounds, which may include workflow inefficiencies that fall outside of the acceptable performance criteria agreed to in the Test Plan of the Statement of Work accompanying this Agreement or any applicable Order Form
Medium	Users can complete critical workflows as defined in the product documentation with workarounds that are not unreasonably burdensome or cause undue delay.
Low	Cosmetic issues

Client is responsible for ensuring its third-party vendors participate in the installation process to ensure seamless delivery across all parties.