

CLOUD SERVICES SCHEDULE

This Cloud Services Schedule supplements the Master Services Agreement/Software Services Agreement (the “**Agreement**”) between Intelrad and Client which governs Client’s use of the Licensed Software, specifically, the modules of the Licensed Software pertaining to Intelrad’s delivery of cloud-based services (the “**Cloud Service(s)**”). If the Cloud Services are provided to Client by a Third-Party service provider not engaged by Intelrad, such Cloud Services will be governed by the corresponding agreement or license between Client and the Third-Party service provider and not Intelrad.

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

2. Routine Maintenance Services. After execution of the Agreement, Intelrad and Client shall mutually agree upon a recurring window of time where Intelrad shall perform routine maintenance and upgrades to the Cloud Service (“**Maintenance Window**”). During the Maintenance Window Client shall not have access to the Cloud Service; however, any outage due to routine maintenance performed during the Maintenance Window shall not be considered a breach of Intelrad’s obligations described in the Agreement, nor shall such downtime be factored into any warranty or credit calculation regarding a specific uptime of the Cloud Service.

3. Sub-Processors. Client agrees that Intelrad may authorize third parties to process Client Data provided that a third party’s agreement with Intelrad protects Client Data in a comparable way to the protections described in the Agreement and terminates the third party’s access to Client Data within a reasonable time upon termination of the Agreement.

4. Disclaimer. Intelrad is not responsible for performance or availability issues of the Cloud Service, including but not limited to the following reasons:

- (a) Planned downtime;
- (b) Issues related to the use of services, hardware, or software not provided by Intelrad;
- (c) During or with respect to beta-version Cloud Services;
- (d) That result from a breach by Client of the Agreement, including non-payment of any fees;
- (e) That result from Client’s failure to modify or adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or use of the Cloud Service in a manner inconsistent with the functionality of the Cloud Service (for example, attempts to perform operations that are not supported) or inconsistent with Intelrad’s published guidance;
- (f) That result from Client’s unauthorized action or lack of action when required, or from Client’s employees, agents, contractors, or vendors, or anyone gaining access to Client network by means of Client passwords or equipment, or otherwise resulting from Client failure to follow appropriate security practices; and/or
- (g) That result from Intelrad’s throttling of suspected abusive behavior.

5. Provision of Cloud Services. Intelrad shall provide the Cloud Services in any manner it deems appropriate to meet its obligations hereunder and, to ensure uninterrupted service, Intelrad may relocate the Client Data at any point during the term of the Agreement to a different server which may be managed by a third party.

6. Client Obligations. Client shall be responsible for (a) its users’ compliance with the Agreement (b) the accuracy, quality, and legality of Client Data and the means by which Client acquired Client Data, (c) preventing unauthorized access to or use of the Cloud Services and for promptly notifying Intelrad of any such unauthorized access or use, (d) using the Cloud Services only in accordance with the Agreement and applicable laws and/or regulations, and (e) compliance with licensing terms related to any Third-Party Software.

7. Incident Notification Client shall notify Intelrad regarding any potential or actual security incidents and Intelrad shall promptly assist Client with resolving such security incident to a commercially reasonable extent. Should Client fail to notify Intelrad of any security incident, Intelrad reserves the right to disconnect Client's servers and access to the Cloud Service until such time as Client has provided all relevant information to enable Intelrad to resolve such Security Incident.

8. Monitoring Client shall not utilize any technology that disrupts or circumvents Intelrad's ability to monitor Client's concurrent users or other license restrictions.

9. Data License Client hereby grants Intelrad, a non-exclusive, transferable, right and license to use, copy, transmit, modify and display Client Data for the purpose of providing the Cloud Service hereunder.

10. Client Restrictions Client shall not:

- (a) Make the Cloud Services available to or use the Cloud Service for the benefit of anyone other than Client;
- (b) Sell, resell, license, sublicense, distribute rent, lease or otherwise make available the Cloud Service to a third party;
- (c) Use the Cloud Service to store or transmit unlawful or tortious material, or store or transmit material in violation of third-party privacy rights;
- (d) Use the Cloud Service to store or transmit malicious or harmful code;
- (e) Interfere with or disrupt the integrity or performance of the Cloud Service;
- (f) Attempt to gain unauthorized access to the Cloud Service or its related systems or networks, or violate the integrity or security of a network or system;
- (g) Permit direct or indirect access to or use of the Cloud Service in a way that circumvents a contractual usage limit or use any of the Cloud Services to access or use any of Intelrad's or third party licensor's intellectual property;
- (h) Copy the Cloud Service or any part, feature, function or user interface thereof;
- (i) Frame or mirror any part of the Cloud Service, other than framing on Client's own intranets or otherwise for its own internal business purposes or as permitted by Intelrad;
- (j) Access the Cloud Service in order to build a competitive product or service or to benchmark with a third-party product or service;
- (k) Reverse engineer the Cloud Service; or
- (l) Remove, modify or obscure any copyright, trademark or other proprietary rights notices that is contained in the Cloud Service or in products or software used to provide the Cloud Service.

11. User Access and Credentials. Client shall ensure that its users do not share logon credentials or attempt to access the Cloud Service without providing valid logon credentials specific to such individual. Client shall maintain, in connection with the use of the Cloud Service, reasonable and appropriate technical, physical, and procedural access controls and system security requirements and devices. Client shall maintain the confidentiality and security of all user logon credentials.

12. Right to Suspend, Limit and Revoke. Intelrad may suspend, limit or revoke the Client's use of the Cloud Service if Intelrad determines Client has materially breached its obligations in the Agreement.

13. Indemnification by Client. Client shall be solely responsible for all use or misuse of user logon credentials. Client shall indemnify, defend, and hold harmless Intelrad and its officers, directors, shareholders, employees, contractors, suppliers and agents harmless from and against any losses, damages, liabilities, costs, and expenses (including, without limitation, legal fees and costs) resulting from or relating to client's failure to maintain the security of user logon credentials, any unauthorized use or disclosure of information, any security breach, or violation of law. Client acknowledges that Intelrad is reliant on Client's direction as to the extent to which Intelrad is to use and process Client personal data within the Cloud Service. Consequently, Intelrad will not be liable for any claim brought by a patient or

individual arising from any action or omission by Intelrad, to the extent that such action or omission resulted directly from the Client's instructions.

14. Limitation of Liability. The limitations on liability set forth in the Agreement apply to this Cloud Services Schedule.

15. Effect of Termination. Upon termination of the Agreement, Client shall migrate Client Data out of the Cloud Service within a period determined by Intelrad. Client waives all legal notices to vacate Intelrad's network. Intelrad may charge for certain activities related to the Client Data, performed at Client's request (for example, exporting data, delivering data in a specific format, migrating to another provider). Such charges shall be in accordance with Intelrad's then-current professional service fees. Intelrad has no responsibility to maintain backups of Client Data following termination.

16. Return of Data. Intelrad will return Client Data upon Client's reasonable request, made during the Term. If Client does not request the return of its data within the Term, then Client agrees and acknowledges that Intelrad will be entitled to destroy the data by secure means.

17. Ownership of Data. Client shall remain the owner of the Client Data transmitted to Intelrad in connection with the Agreement.

18. Warranty by Client. Client warrants that it has all necessary consents and permissions to transmit Client Data to Intelrad.