

PATIENT PORTAL CLOUD SCHEDULE

1. GENERAL TERMS AND CONDITIONS FOR THE PATIENT PORTAL

Intelrad will provide to Client a portal that their patients can access to view and download their reports and images. The portal is hosted on Amazon Web Services (AWS) in Sydney, Australia/Northern Virginia, U.S.A or such other additional hosting locations in Client's country.

Prerequisites:

The following are prerequisites that Client must comply with for the Patient Portal project to be started or completed:

- Intelrad PACS software should be running version 4-16-1 or higher
- Client must have an IntelConnect license with EV enabled.
- Intelrad will verify Client's current architecture and confirm if any changes are needed to support the Patient Portal. If any changes are required they will need to be completed before the roll-out can proceed.
- Clients must provide the following documentation:
 - o The Terms and Conditions (contained in X2) that all users including patients must agree to.
 - o The privacy statement.
- Client must have a website that will provide access to launching the Patient Portal by the patient.

Exclusions:

- Cloud-hosted solution only. No on premise option.
- Intelrad is not responsible for reports and/or images that are shared by Client or the patient in any form, including social media.
- Intelrad will not alter the images. The patient portal viewer will display images as initially provided by the modality.
- The Patient Portal does not store any data for Client nor can it used for backup purposes.
- Instructions for use for patients and service description.

T&Cs on Patient Portal:

- The right to use the Patient Portal can only be granted by Intelrad's Client to its own patient(s).
- Intelrad recommends that Client inform patients that access to data can be terminated at any time.
- Access to the Patient Portal for patients will be terminated when the Agreement terminates.
- Client's rights to the Patient Portal are subject to the Software License (Schedule A) contained within the Agreement.
- Patients must address all requests to Client.

Client is responsible to prepare and maintain adequate privacy statements, email disclaimers and portal Terms and Conditions for its users and patients. Client must inform patients of the following elements:

- Client must display clearly the applicable warnings related to the use of the Patient Portal.
- Client must inform its users that information sent to and entered into the Patient Portal, including patient health information and other personal information, will remain on the Patient Portal for a certain time.

- Intelrad is not responsible to inform users about security, privacy and related risks to use the Patient Portal, including browsing on-line, cookies, viruses, password protection, accession from another country, an unsecure link, etc.
- Compliance to privacy laws for patient consent is the responsibility of the entity initially collecting the data. Intelrad is not responsible to collect, monitor, manage and maintain appropriate patient consent and accesses for the storage and use of the Patient Portal.
- Intelrad is not responsible for obtaining and maintaining patient consent about personnel information used to create credentials within AWS. Such information, plus other PHI will be hosted within the Patient Portal application in a cloud service.
- Activation codes are valid for a specified limited period of time. Client is entitled to modify this period and remain responsible for such change.
- Access to inactive accounts are removed after a specified limited period of time. Client is entitled to modify this period and remain responsible for such change.
- Images will be cached in AWS once they are viewed by the patient. (Note: Client is entitled to modify this period and remain responsible for such change).
- Images viewed in the Patient Portal are not diagnostic quality. Such images are intended for review only and are not appropriate for diagnostic purposes
- It is recommended that Client adds an explanation about patient consent on the activation email and collect patient consent as soon as possible and before information is collected from patients in relation to the Patient Portal.
- Client is responsible to inform patients when reports are available.
- Some technical or general information may be collected by Google from the Patient Portal. This information is related only to application usage/download, features usage, crashes and is anonymized. This information is not owned by Intelrad but is accessible to us.

PATIENT TERMS AND CONDITIONS FOR THE PATIENT PORTAL (“Terms and Conditions”)

In addition to the terms and conditions listed above, Client is responsible to impose and will be bound to display minimally the following Terms and Conditions to patients using Patient Portal:

Changes to Terms and Conditions: Intelrad reserves the right to modify these Terms and Conditions from time to time without notice. Client agrees to be bound by the Terms and Conditions in effect at the time at which it accesses the Patient Portal. Intelrad assumes no obligation to update the Terms and Conditions. The Terms and Conditions can be found under the Service Portal.

1. Grant of Right to Use. Subject to the provisions of these Terms and Conditions, Intelrad grants Client, the right to access the patient portal and related documentation (if any) (collectively, the "Patient Portal"). This right will terminate on the earliest of the following events:
 - i) When Client's access is removed;
 - ii) When Intelrad's client has no right to use IntePACS (expired or terminated);
 - iii) When Client is advised by Intelrad's client that such right is terminated;
 - iv) When the version used has reached its end of life.
2. Use of Patient Portal. No physical or virtual use of or access to the Patient Portal outside of the country where the report was made is permitted. Except as permitted under these Terms and Conditions, Client may not copy the Patient Portal or any portion thereof or modify, translate, reverse-engineer, disassemble, or decompile the Patient Portal or any portion thereof. Client agrees to use the Patient Portal in accordance with applicable laws.

3. **Ownership.** The Patient Portal is a proprietary product of Intelrad, and is protected under copyright law and international treaty provisions. Between the parties, all intellectual property rights in and to the Patient Portal are retained by Intelrad.
4. **Term and Termination.** These Terms and Conditions are effective upon access by Client of the Patient Portal and shall continue until terminated as defined by the terms outlined in Section 1. No notice shall be required from Intelrad to effect such termination. Intelrad may terminate these Terms and Conditions immediately and without prior notice if Client breaches any term of these Terms and Conditions. At the time of termination of these Terms and Conditions, Client's access to the Patient Portal will be terminated.
5. **RESTRICTIONS AND WARNINGS.** Client acknowledges the following:

ANY IMAGES AND REPORTS RETRIEVED FROM THE PATIENT PORTAL ARE INTENDED FOR REVIEW ONLY AND ARE NOT APPROPRIATE FOR DIAGNOSTIC PURPOSES.
6. **NO WARRANTY.** THIS PATIENT PORTAL AND IMAGES AND REPORTS GENERATED BY THE PATIENT PORTAL ARE PROVIDED BY INTELERAD "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. FURTHER, INTELERAD DOES NOT WARRANT THAT ANY ERRORS CAN BE CORRECTED. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT TO THE USE OF THE INTERNET. IN NO EVENT SHALL INTELERAD BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS PATIENT PORTAL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
7. **NO LIABILITY.** WITHOUT LIMITING THE FOREGOING PROVISIONS, INTELERAD SHALL NOT IN ANY EVENT BE LIABLE FOR: (A) ANY LOSS OF USE OF ANY COMPUTER OR LOSS OR CORRUPTION OF DATA OR THE COSTS OF SYSTEM OR DATA RECOVERY; (B) ANY THIRD-PARTY CLAIMS; OR (C) ANY USE OF THE IMAGES AND REPORTS RETRIEVED FROM THE PATIENT PORTAL.
9. **Indemnity.** Client shall indemnify and hold Intelrad and its employees, contractors, suppliers, agents, officers, directors and representatives harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including legal fees and expenses) arising out of its use of the Patient Portal.
10. **Governing Law.** These Terms and Conditions shall be governed by the laws of the State of North Carolina.