

Support Services Schedule

This Support Services Schedule supplements the Master Services Agreement/Software Services Agreement (the “**Agreement**”) between Intelrad and Client. “**Support**” means the applicable maintenance and/or support to be provided by Intelrad as set forth in and subject to this Support Services Schedule, the Agreement, and any Order Form. Capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement.

1. Technical Assistance Subject to the terms and conditions of the Agreement and the exclusions and conditions set forth herein, Intelrad agrees to provide Client with Support to remedy unplanned occurrences affecting the performance of the Proprietary Licensed Software or the Services provided by Intelrad under the Agreement.

2. Risk of No Support Use of the Proprietary Licensed Software without Support may put the health and safety of patients at risk as Client will not be advised of the availability of any software patch, bug fix, update or upgrade nor will be informed of field safety notices, medical device recalls, or advisory notices related to the Proprietary Licensed Software. Furthermore, Intelrad will no longer have access to the Client’s systems to implement corrections on the Client’s system to prevent occurrences of patient safety issues. Intelrad shall not be liable for defects in the Proprietary Licensed Software if Client has not purchased Support Services.

3. Updates Support include updates, corrections and modifications to the Proprietary Licensed Software that are made generally available by Intelrad to its customers. If an update, correction or modification is necessary to avoid a safety or security incident, Intelrad will install the update, correction or modification immediately without prior Client approval, and will inform Client accordingly.

4. Service Portal During the Term and only after the applicable Go-Live Date, Client will have access to the Intelrad Service Portal in order to avail itself of the Support with respect to the Proprietary Licensed Software, and where applicable, Third-Party Software, in accordance with the availability hours of service set forth in the applicable Order Form(s). Client shall contact Intelrad support personnel by telephone for issues directly impacting clinical users and via the Intelrad Service Portal for all other issues, including: (a) to report a problem; (b) to seek assistance in establishing connectivity to a new modality or workstation; (c) to seek assistance in troubleshooting unusual behavior in the Proprietary Licensed Software; (d) to report a planned (or unplanned) network or hardware/equipment modification as it relates to Proprietary Licensed Software; (e) to report a hardware problem on any part of Client equipment when client is utilizing Proprietary Licensed Software; and/or (f) to seek assistance in modifying the behavior of the Proprietary Licensed Software through configurable settings.

5. After-Hours / Emergency Support After-Hours or emergency support outside of the hours of support designated in the applicable Order(s) will be at Intelrad’s discretion and will entail Additional Fees, which shall be accepted by Client before any such additional Support is provided.

6. Emergency Support Services. Intelrad may be required to provide emergency Support in order to prevent a potential security incident, causes beyond Intelrad’s control, or other outage. Intelrad will provide as much notice as is reasonably possible prior to furnishing such emergency maintenance services. Client acknowledges that any downtime of the Services resulting from the provision of emergency maintenance 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 Services.

7. Client Obligations Intelrad’s obligation to provide the Support is subject to the following conditions: (a) Intelrad shall not be obligated to provide the Support if Client is in default of its obligations under the Agreement; (b) connections to any new third-party PACS viewer or reporting system shall be scheduled at

least six (6) weeks prior to implementation of the new system, and an API shall be provided for Intelrad; (c) Services required as a result of system growth are not included in the Support; (d) in all cases, any work required to expand the system must be scheduled with Intelrad several weeks in advance; (e) Client shall provide suitably qualified and trained individuals to act as administrators. Such individuals are to act as the day-to-day liaison with Intelrad support personnel; (f) Client must provide Intelrad in writing with a list of employees or subcontractors (at least one (1), but no more than five (5)) who are authorized by Client to request support under the Agreement ("**Client Authorized Representatives**"). At least one individual on the list must be available to follow Intelrad's instructions at any time, failing which Intelrad will be relieved of its support obligations until the designated individual is available. Client may change the individuals on the list from time to time by giving Intelrad written notice to that effect. (g) Client shall inform Intelrad of any issue (actual or reasonably suspected) that may affect the operation of the network or for Software the Client Equipment and associated hardware. (h) If Intelrad receives several requests for support of the Proprietary Licensed Software that are the result of a faulty piece of network and as applicable hardware or Equipment and not due to a fault in the Proprietary Licensed Software, Intelrad may refuse to honor further requests for support of the Proprietary Licensed Software unless Client fixes or replaces the faulty piece of network, hardware or Equipment. (i) Client shall provide a remote connection allowing Intelrad to resolve problems remotely.

8. Exclusions Support does not include: (a) modification of patient demographics or other related information to synchronize with a new HIS, RIS, EHR or PACS; (b) migration or copying of data from one source to another; (c) accepting requests for support and services directly from individuals other than Authorized Client Representatives; (d) maintenance related to Client's operating systems, its workstations and devices, and the VPN connection, as well as network and access to those, including passwords, firewalls, updates, upgrades and patches of server operating systems and server running software; (e) Proprietary Licensed Software re-installation; (f) hardware and network servicing, monitoring, and/or support; (g) Proprietary Licensed Software installation on new servers; (h) Support required as the result of:

1. Client's or Client Authorized Representatives' failure to follow instructions or recommendation from Intelrad, including the failure to acquire or install upgrades, updates, corrections or modifications to the Proprietary Licensed Software;
2. A design, specification or instruction provided by Client;
3. Client's failure to fulfill any of Client's obligations or responsibility under the Agreement;
4. Unauthorized alterations to Client Equipment or the Proprietary Licensed Software, its configuration files or any other software on Client Equipment (including any workstation equipment).
5. Client's failure to address single-points-of-failure or high-risk implementations after being advised to do so by Intelrad.

(i) Any additional service costs or burden caused by moves, additions, changes to any modality, or to an Interface Gateway, unless Intelrad has been notified in writing at least thirty (30) days in advance and Intelrad has concurred in writing with such moves, additions or changes. (j) Any support or service required as a result of an occurrence beyond the control of Intelrad, including any of the following:

1. Client combining Client Equipment with a product, part or other item provided by a third-party or with an incompatible product, part or other item;
2. design or manufacturing defects in (i) any Equipment or hardware or (ii) software other than the Proprietary Licensed Software;

3. a building or structural deficiency, power surge, fluctuation or failure, and air conditioning failure;
4. the failure of a Local Area Network (LAN) or Wide Area Network (WAN) between connected facilities that prevents the transmission of image or related data; or
5. In some situations excluded from the Support, Intelrad may be able to provide advice and/or in-house expertise to resolve a problem. Intelrad may separately bill Client at Intelrad's applicable rates in effect at that time. Prior to performing any work, Intelrad will provide to Client an estimate of costs and Client will confirm their acceptance in writing to progress with the completion of the proposed work.

9. Remote Monitoring Intelrad will perform automated remote monitoring of vital functionality of the Proprietary Licensed Software over a suitable communications link provided and maintained by Client, which must be available 24 hours a day, 7 days a week, which alert Intelrad in the event of an emergency. In addition to such automated monitoring, Intelrad may login remotely from time-to-time to check error logs and perform preventative maintenance to ensure the Proprietary Licensed Software's optimal functionality. All Support will be performed remotely. If Client requests that Intelrad travel to Client's site to provide support, Intelrad may separately bill Client for Additional Fees at the then-applicable rate.