

SERVICE LEVELS SCHEDULE

Initial Response Time

The following table describes the expected response times for initial response via telephone. This schedule is effective upon the Go-Live Date and terminates alongside the Agreement.

Communication Type	Initial Acknowledgement
Phone	<ul style="list-style-type: none"> Eighty percent (80%) of calls during business hours should obtain contact with support specialist. Otherwise, the caller can leave voicemail.
Voicemail	<ul style="list-style-type: none"> Call returned within 15 minutes.

The following table describes *Target Response Times* and *Severity Levels* for various service incidents.

Severity Level	Description	Examples	Target Response Time ¹
1	Incident which causes the workflow to be interrupted completely. No workaround. <i>Or:</i> Patient safety is directly affected.	<ul style="list-style-type: none"> All images contained on the software are unable to be accessed. Intelrad's software crashes on every workstation. The software is unable to receive any images from all modalities. Images previously confirmed on the software are not available for a patient in the operating room. 	15 minutes (by phone only)
2	Incident which causes performance degradation and is affecting multiple users.	<ul style="list-style-type: none"> Workflow is partially disrupted Some reports are failing to be distributed Cannot view or dictate a specific Study or series. Note: If patient safety is directly affected, escalate to Severity Level 1. 	4 hours (portal)
3	Incident which causes the workflow to be affected, with limited impact.	<ul style="list-style-type: none"> Partial loss of non-critical functionality One workstation is unusable, but another is available One series is unavailable through the usual channels but can be retrieved manually. Cannot correct patient demographics on old study Cannot retrieve an old Study, or tape needs recovering. Prefetching is missing certain prior Studies. 	12 hours (portal)
4	Requests with no immediate impact	<ul style="list-style-type: none"> A new modality must be configured for the software. Auto-routing rule changes are requested. IP address change Addition of an Organizational Code 	24 hours (portal)

¹ *Target Response Time* refers to the maximum time within which Intelrad targets to respond to these problems. Time measurement begins when the ticket related to the incident is created by Intelrad and excludes any scheduled and external downtime as well as time where Intelrad is waiting on actions or answers from Client.

UPTIME PERFORMANCE

1. Definitions.

“External Downtime” means all time that the applicable Proprietary Licensed Software cannot transmit or receive a diagnostic quality image due to causes beyond Intelrad’s reasonable control and occurring without its fault or negligence, including without limitation, war, terrorism, strikes, floods, acts of God, governmental restrictions, power failures or surges, computer viruses that circumvent industry standard virus protection measures, disruptions in communications services, or manual shutdowns by Client.

“Scheduled Downtime” means all time that the applicable Proprietary Licensed Software cannot transmit or receive a diagnostic quality image due to scheduled maintenance including, but not limited to, preventative maintenance, updates, upgrades, scheduled reboots and restarts. Intelrad and Client will agree on mutually agreeable times for Scheduled Downtime; however, in the event Scheduled Downtime is required to remedy a critical issue (including but not limited to a patient care issue, FDA, or other regulatory body), Intelrad has the sole discretion in determining the final timing of Scheduled Downtime.

“Unscheduled Downtime” means when all or a major part of the applicable Proprietary Licensed Software (that are covered under a support contract) cannot transmit or receive diagnostic quality images for reasons excluding network problems, Equipment problems, problems arising from non-compliance with Intelrad’s DICOM Conformance Statement or the inability of digital imaging devices to send images to the applicable Proprietary Licensed Software. Unscheduled Downtime does not include Scheduled Downtime or External Downtime. Unscheduled Downtime measurement begins when a service call indicating that all or part of the applicable Proprietary Licensed Software are inoperable is received and recorded by Intelrad and Intelrad is informed that Unscheduled Downtime is being measured. The date and time of the call will be recorded by Intelrad. Client may request an acknowledgement of the record for proof of when the call was logged. Unscheduled Downtime ends when Intelrad confirms and records the resumption time of the applicable Proprietary Licensed Software.

“Uptime” means the percentage of time in a month that the applicable Proprietary Licensed Software is available and functioning properly. Recurring maintenance windows, Scheduled Downtime and emergency updates are excluded from the system Uptime calculation.

2. Performance Commencement.

The Uptime performance is effective upon the Go-Live Date of the applicable Proprietary Licensed Software and terminates when the support contract ends.

3. Uptime Performance.

The Availability Table below applies to the applicable Proprietary Licensed Software during a given month. Uptime for a given month is measured using the following formula:

$(\text{Total \# of minutes in month} - \text{Minutes of Unscheduled Downtime}) / (\text{Total \# of minutes in month}) \times 100\%$
= Uptime Performance

- a. All time is measured in one-minute increments.
- b. One month is defined as a calendar month. For purposes of the Uptime Performance, a 31-day month has 44,640 minutes, a 30-day month has 43,200 minutes, a 29-day month has 41,760 and a 28-day month has 40,320 minutes.

- c. Downtime will not apply to digital imaging devices that Intelrad has not validated its DICOM communications with. (New devices can be validated through testing done between Intelrad and the vendor of the device.) Downtime will not apply if the fault is related to any upgrade performed on a 3rd-party device that previously worked successfully with the PACS;
- d. If the applicable Proprietary Licensed Software is capable of transmitting, viewing or receiving a diagnostic quality image even if not by the normal route after the service call is initiated, the applicable Proprietary Licensed Software will not qualify for Unscheduled Downtime measurement.
- e. Unscheduled Downtime will not be measured if any Equipment or components are implicated that have not been approved in writing by Intelrad.
- f. Provided the applicable Proprietary Licensed Software remains operational for the majority of data (>99%), a single type of incident can accumulate a maximum of 60 minutes of measured Downtime.
- g. If an Intelrad service representative is denied immediate access to the applicable Proprietary Licensed Software or requires access to a Client designated local resource, the time spent waiting for the access to the applicable Proprietary Licensed Software or waiting for access to a local resource will not qualify for Unscheduled Downtime measurement. Such access may be either on site, via remote telephone connection, or via an Internet connection at Intelrad's discretion.
- h. The presence of software on the Equipment that has not been approved by Intelrad invalidates this Uptime Performance.

4. Discount for Unscheduled Downtime.

In the event that Intelrad is unable to meet the Uptime Performance in a particular month, Intelrad shall discount Client's Monthly Service Fee* as follows:

UPTIME PERFORMANCE	DISCOUNT
99.85% < x	None
99.79% < x < 99.85%	1%
99.44% < x < 99.79%	2%
99.0% < x < 99.44%	3%
94.1% < x < 99.0%	4%
Less than 94%	5%

*Monthly Service Fee will be calculated by multiplying Client's per-Study service and support fees with the Study volumes for the affected Client organization(s) for that particular month.

The discounts only apply to incidents directly related to applicable Proprietary Licensed Software and exclude any incidents caused by the client's IT infrastructure. Additional and site-specific interfaces or hardware are also excluded.

5. Remedy.

This Uptime Performance is Client's sole and exclusive remedy related to applicable Proprietary Licensed Software availability.

Service credits only apply to incidents directly related to the applicable Proprietary Licensed Software and excludes any incidents caused by Client's IT infrastructure, problems arising from non-compliance with Intelrad's DICOM Conformance Statement or under Excusable Delays (as it is described in the Agreement). Additional and site-specific interfaces or hardware are also excluded.