

PremiereScan Digital Image Database Access Agreement

By signing below, _____ (“Physician”) acknowledges Physician will be granted access and use of PremiereScan’s Digital Image Database (*DID*) powered by *Phillips Stentor iSite Enterprise*. Physician agrees to use PremiereScan’s *DID* in compliance with any and all instructions provided by PremiereScan. Should *DID* malfunction or cease to operate properly while in use by Physician, Physician shall notify PremiereScan immediately for instructions. Physician agrees not to, and not to permit any other third party to access *DID*. Title to *DID* and any information or software contained therein shall remain with PremiereScan, and shall not pass to Physician. Physician shall be responsible for any and all computer equipment, software, etc. that Physician may use to access PremiereScan’s *DID* system. PremiereScan shall not be liable for any malfunction or damage that may occur to Physician’s computer equipment, software, etc. that may result out of the access and use of PremiereScan’s *DID*.

Physician acknowledges and understands that access to PremiereScan’s digital image database is being provided to facilitate diagnostic test results in a more expeditious manner. Physician understands and agrees not to use PremiereScan.com for any other purpose whether personal or commercial.

In order to access PremiereScan’s digital image database, Physician acknowledges that he/she will receive his/her own unique password to the *DID* system. Physician agrees to keep the password as confidential and shall not disclose it to any unauthorized individuals. Physician acknowledges and agrees that by permitting an unauthorized individual to utilize Physician’s password, the individual will have access to protected health information of patients and that such unauthorized access may violate federal and state privacy laws, including those applicable regulations of the Health Insurance Portability and Accountability Act (“HIPAA”). Physician hereby agrees to comply with any and all applicable HIPAA requirements as well as any other federal and state laws concerning the use and disclosure of patient information and agrees to indemnify PremiereScan from any and all claims arising from any improper use or disclosure of patient health information resulting from the use of Physician’s password.

Physician’s Signature

Date

Print Physician’s Name