

## FILM IMAGE SOFTWARE ACCESS AND AUTHORIZATION AGREEMENT

The undersigned, as designated representative of the Medical Practice shown in the signature block of this Agreement ("Practice"), hereby authorizes Radiology Associates, a California General Partnership, to access and install on Practice's computer systems certain Film Image software manufactured or created by DR Systems, Inc. ("Film Image Software").

Practice acknowledges that Practice is aware of the capacities of the Film Image Software in which Practice can immediately access Radiology Associate's web-based DR System to transmit or obtain information regarding Practice's patients.

Representations and Warranties. Practice represents and warrants that:

- A. Practice has the full authority to enter into this Access and Authorization Agreement, and to designate all computers upon which the Film Image Software is to be installed; and
- B. Neither Practice nor Practice's partners have entered into any binding agreements with other radiology groups which would be breached or interfered with through this Agreement; and
- C. Installation or use of the Film Image Software will not constitute a violation of any other agreements to which Practice or Practice's partners are bound; and
- D. Practice will not permit the Film Image Software to be disabled or modified by Practice's employees or other software installers, without the express written permission of Radiology Associates.

Acknowledgement of Risks. Practice acknowledges that Radiology Associates has made no representations with regard to the impact of the installation of the Film Image Software on Practice's existing firewalls or other computer systems, and Practice's own IT staff will be responsible for reviewing any such impacts. Correspondingly, while the installation of the Film Image Software will be accomplished in a method which is not intended to replace or dismantle other Film Image software, Radiology Associates will not be held responsible for any such impact or injuries caused by the installation or subsequent use of the Film Image Software or modification thereof by Practice's own personnel, and Practice shall hold Radiology Associates harmless from any claims arising out of the installation or use of the Film Image software.

Standard of Care. Practice shall use commercially reasonable care in handling and utilizing the Film Image Software, and Radiology Associates' only obligation shall be the initial installation of the Film Image Software.

Disclaimer and Exclusions. Practice acknowledges that Radiology Associates has made no representations or warranties, oral or written, express or implied, including implied warranties of merchantability and fitness for a particular purpose, regarding the Film Image Software. Under no circumstance shall Radiology Associates be liable to Practice or any other person for lost revenues, lost profits, loss of business, or any indirect or consequential damages of any nature, whether or not foreseeable, arising out of the installation or use of the Film Image Software.

Confidential Information / Privacy / HIPAA Compliance. Practice acknowledges and agrees that Practice and Practice's staff shall not use the Film Image Software for any purpose which would violate any State or Federal privacy laws, including, but not limited to Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or which would result in the disclosure of confidential information of Radiology Associates or other Practices using Radiology Associates' services. Practice shall fully comply with the provisions of the Business Associate Agreement and (if applicable) the Chain of Trust Agreement with Radiology Associates regarding the use or disclosure of Protected Health Information ("PHI"), as mandated by HIPAA.

Authority. The person signing below has the right and authority to execute this Agreement on behalf of Practice, and no further approvals are necessary to create a binding agreement on the part of Practice.

By signature on this Agreement, Practice agrees to abide by the system policies and procedures outlined above concerning the use of the Film Image Software.

**"PRACTICE"**

Dated: \_\_\_\_\_

Print Name & Job Title

Authorization Accepted and Agreed

\_\_\_\_\_  
Signature

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved By: \_\_\_\_\_  
Designated Representative

**Radiology Associates**  
a California General Partnership

By: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone#: \_\_\_\_\_

Please Fax to: (805) 296-3579

Email: \_\_\_\_\_