

ARUP CONNECT™ ADMINISTRATOR USE AGREEMENT

ARUP LABORATORIES, INC (ARUP), 500 Chipeta Way, Salt Lake City, Utah 84108, offers ARUP Client access to its website and ARUP Connect system (and related data) for the purpose of providing timely information to improve patient care. This agreement offers Client secured access to Client's patient information, including test order and result data, and subscription to services that disseminate information via email.

By accepting the ARUP Connect Administrator Use Agreement, Client agrees to the terms of use described herein.

ARUP AGREES TO THE FOLLOWING:

1. Provide username and password secured access allowing Client to inquire on the Client's own patients, test orders, status of tests, and test results through the Order Status & Results function and other functions of the ARUP Connect platform. When a client has multiple client numbers, this username and password will access all patients within the defined group of client numbers.
2. Provide accurate and timely test results.
3. Data is maintained as defined in ARUP's corporate retention policy.
4. Provide subscription services to Client for the purpose of email delivery of information as requested by Client via the subscription services available from ARUP. Client will have the ability to assign rights and access privileges on a per user basis with the use of an administrator password provided by ARUP. ARUP reserves the right to add and remove available subscription services from time to time to comply with client and ARUP needs and regulatory agencies.

CLIENT AGREES TO THE FOLLOWING:

1. Provide all hardware, including phone line (if necessary), software, internet access, and personnel resources; including adherence to minimum browser requirements, located at the following link: <http://www.aruplab.com/about/support>.
2. Client acknowledges that ARUP Connect and the Order Status & Results function are offered primarily as a convenience to Client. ARUP is not responsible for notifying clients when new test results and patient charts are available in Order Status & Results. Client is solely responsible for checking for new or updated test results, including viewing and downloading standard and enhanced patient charts associated with Client's security code. In addition to the Order Status & Results function, test results and patient charts are also available to Client via other ARUP communication means, including ARUP interfaced, faxed or printed results.
3. In the course of using ARUP Connect, Client will have access to written or electronic media information concerning patients, test orders, test results, client demographics, ordering physicians, and services performed by ARUP. Some of this information is protected health information. Client shall comply with all applicable state or federal privacy and security laws and regulations with respect to any protected health information accessed by Client via ARUP Connect.
4. ARUP Connect is intended for the purpose of providing Client access to patient information for referral testing performed by ARUP. Client shall limit access to ARUP Connect only to those employees and representatives who are authorized to access the protected health information of an individual patient for that facility and will not allow others, employees, representatives from client or other organizations access to patient data or application functionality.
5. Client will use ARUP Connect solely for its intended purposes. Client shall not disclose ARUP's username or password (security codes) to anyone other than Client's authorized employees and representatives, or attempt to learn another client's security code.
6. Client will create a unique username and password for each authorized employee or representative that is accessing the ARUP Connect system. Client will only permit that unique user, who the account was created for, to use that specific account to access any part of the ARUP Connect system. Client will comply with all applicable state or federal privacy and security laws and regulations.
7. Client accepts responsibility to maintain password security, email addresses, and related updates for client's staff as staffing changes over time or as access needs change. Passwords will be required to be updated every 90 days. The password cannot be reused within 8 password reset periods.
8. The administrator level allows management of other passwords as determined solely by Client's management team. Passwords must be kept strictly confidential by the authorized administrator.

AUTHORIZATION & DOCUMENTATION

1. ARUP reserves the right to decline authorization to any Client administrator.
2. Each request to be a client administrator will be retained at ARUP. ARUP recommends that Client retain a copy of the ARUP Connect Administrator Use Agreement.
3. ARUP's Connect software is and shall remain the proprietary, confidential, and trade secret property of ARUP and shall not to be disclosed, distributed, assigned, or compromised in any manner by Client, or used for any purpose other than as authorized by this Agreement.
4. ARUP may terminate this ARUP Connect Administrator Use Agreement at any time if Client fails to comply with the terms of this Agreement or if Client is no longer a client of ARUP.

Client acknowledges Client's acceptance of the above terms by checking the box below and submitting Client's request. This agreement remains in effect until terminated by either ARUP or Client.